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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

WEWORK INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**DEBTORS' APPLICATION (I) AUTHORIZING THE DEBTORS
TO EMPLOY AND RETAIN ALVAREZ & MARSAL NORTH
AMERICA, LLC AS FINANCIAL ADVISORS TO THE DEBTORS
AND DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(a)
AND 328 OF THE BANKRUPTCY CODE EFFECTIVE AS OF
THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

TO: THE HONORABLE JOHN K. SHERWOOD UNITED STATES BANKRUPTCY

COURT FOR THE DISTRICT OF NEW JERSEY:

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this application (the “Application”):

Relief Requested

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Order”): (a) authorizing the Debtors to retain and employ Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly owned by its parent company and employees), its wholly-owned subsidiaries, and independent contractors (collectively, “A&M”), to serve as the Debtors’ financial advisors, pursuant to sections 327(a) and 328 of the Bankruptcy Code (as defined herein), as modified by section 1107(b) of the Bankruptcy Code, and perform the services set forth in that certain engagement letter between A&M and certain of the Debtors, dated August 13, 2023 (the “Engagement Letter”), which is attached hereto as **Exhibit B** and (b) granting related relief. In support of this Application, the Debtors submit the declaration of Justin Schmaltz (the “Schmaltz Declaration”), which is attached hereto as **Exhibit C** and incorporated herein by reference.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court’s entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 327(a), 328, 330, 331, and 1107(b) of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the “Local Rules”).

Background

5. The Debtors, together with their non-Debtor affiliates (collectively, “WeWork” or the “Company”), are the global leader in flexible workspace, integrating community, member services, and technology. Founded in 2010 and headquartered in New York City, WeWork’s mission is to create a collaborative work environment where people and companies across a variety of industries, from freelancers to Fortune 100 companies, come together to optimize performance. WeWork became a publicly-traded company in 2021 and employs over 2,650 full-time and fifty part-time workers in the United States and abroad. The Company operates over 750 locations in thirty-seven countries and is among the top commercial real estate lessors in business hubs including New York City, London, Dublin, Boston, and Miami. For the fiscal year 2022, WeWork’s revenue was approximately \$3.25 billion. The Debtors commenced these chapter 11 cases to rationalize their lease portfolio, right-size their balance sheet, and position WeWork for sustainable, long-term growth.

6. On November 6, 2023 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On November 8, 2023, the Court entered an order [Docket No. 87] authorizing the procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). On November 16, 2023, the United States Trustee for the

District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 150].

Retention of A&M

7. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced financial advisors will substantially enhance their attempts to maximize the value of their estates. A&M is well qualified to provide these services in light of their extensive knowledge and expertise with respect to chapter 11 proceedings.

8. A&M specializes in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. A&M’s debtor advisory services have included a wide range of activities targeted at stabilizing and improving a company’s financial position, including developing or validating forecasts, business plans and related assessments of a business’s strategic position, monitoring and managing cash, cash flow, and supplier relationships, assessing and recommending cost reduction strategies, and designing and negotiating financial restructuring transactions. *In re PGX Holdings, Inc.*, Case No. 23-10718 (Bankr. D. Del. Sept. 16, 2023); *In re Orbital Infrastructure Grp., Inc.*, 23-90763 (Bankr. S.D. Tex. Aug. 23, 2023); *In re Yellow Corp.*, Case No. 23-11069 (Bankr. D. Del. Aug. 6, 2023); *In re Genesis Care Pty Ltd*, Case No. 23-90614 (Bankr. S.D. Tex. June 1, 2023); *In re Wesco Aircraft Holdings, Inc.*, Case No. 23-90611 (Bankr S.D. Tex. June 1, 2023); *In re MLCJR LLC*, Case No. 23-90324 (Bankr. S.D. Tex. May 14, 2023); *In re Vyera Pharms., LLC*, Case No. 23-10605 (Bankr. D. Del. May 9, 2023); *In re The Roman Catholic Bishop of Oakland*, Case No. 23-40523 (Bankr. N.D. Cal. May 8, 2023); *In re Virgin Orbit Holdings, Inc.*, No. 23-10405 (Bankr. D. Del. April 4, 2023); *In re FTX Trading Ltd.*, Case No. 22-11068 (Bankr. S.D.N.Y. Nov. 11, 2022); *In re Imerys Talc America, Inc.*, No. 19-10289 (Bankr. D. Del. Feb. 13,

2019). In addition, A&M is familiar with the Debtors' businesses, financial affairs, and capital structure. Since the firm's initial engagement on August 13, 2023, the A&M personnel providing services to the Debtors (the "A&M Professionals") have worked closely with the Debtors' management and other professionals in assisting with the myriad requirements of these chapter 11 cases. Consequently, the Debtors believe that A&M has developed significant relevant experience and expertise regarding the Debtors and the unique circumstances of these chapter 11 case. For these reasons, A&M is both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of these cases. Accordingly, the retention of A&M on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors' estates, creditors, and all other parties in interest, and should be granted in all respects.

Scope of Services

9. The Debtors' prepetition Engagement Letter is attached hereto as **Exhibit B**, the terms of which shall govern the Debtors' retention of A&M except as explicitly set forth herein or in the Order granting this Application.

10. Prior and leading up to the Petition Date, and as more fully described in the Schmaltz Declaration, A&M's affiliates, Alvarez & Marsal Transaction Advisory Group, LLC ("A&M TAG") and Alvarez & Marsal Valuation Services, LLC ("A&M VAL") provided certain services to the Debtors pursuant to separate engagement agreements with the Debtors. A&M, A&M TAG, A&M VAL and the Debtors have agreed that from and after the Petition Date, during the terms of these chapter 11 cases, such services will be provided by A&M utilizing A&M TAG and A&M VAL personnel under the terms of the Engagement Letter and not pursuant to such other agreements.

11. Among other things, A&M will provide assistance to the Debtors with respect to management of the overall restructuring process, the development of ongoing business and

financial plans and supporting restructuring negotiations among the debtors, their advisors, and their creditors with respect to an overall exit strategy for their chapter 11 cases.

12. A&M will provide such restructuring support services as A&M and the Debtors shall deem appropriate and feasible in order to manage and advise the Debtors in the course of these chapter 11 cases, including, but not limited to:

- (a) assistance in the preparation of financial information for distribution to creditors and others, including, but not limited to, cash flow projections and budgets, cash receipts and disbursement analysis, analysis of various asset and liability accounts, and analysis of proposed transactions for which Court approval is sought;
- (b) assistance with the identification of executory contracts and leases and performance of evaluations to support the Debtors' analysis and decision to assume or reject each contract and lease;
- (c) assistance in analysis to support other potential cost reduction and operations improvement opportunities;
- (d) assistance to the Debtors in the preparation of financial-related disclosures required by the Court, including the Debtors' Schedules of Assets and Liabilities, Statements of Financial Affairs, and Monthly Operating Reports;
- (e) assistance to the Debtors with information and analyses required pursuant to the Debtors' use of cash collateral, and, if applicable, debtor-in-possession financing;
- (f) assistance with the identification and implementation of short-term cash management procedures;
- (g) assistance in the development and management of a 13-week cash flow forecast;

- (h) advisory assistance in connection with the development and implementation of key employee compensation and other critical employee benefit programs;
- (i) attendance at meetings and assistance in discussions with potential investors, banks, and other secured lenders, any official committee(s) appointed in these chapter 11 cases, the U.S. Trustee, other parties in interest and professionals hired by same, as requested;
- (j) analysis of creditor claims by type, entity, and individual claim, including assistance with development of databases, as necessary, to track such claims;
- (k) assistance in the preparation of information and analysis necessary for the confirmation of a plan of reorganization in these chapter 11 cases, including information contained in the disclosure statement;
- (l) assistance in the evaluation and analysis of avoidance actions, including fraudulent conveyances and preferential transfers;
- (m) expert witness testimony on issues directly related to the services provided by A&M, as requested by the Debtors and agreed to by A&M; and
- (n) rendering such other general business consulting or such other assistance as Debtors' management or counsel may deem necessary consistent with the role of a financial advisor, and agreed to by A&M, to the extent that it would not be duplicative of services provided by other professionals in this proceeding.

13. In addition, the A&M Professionals will continue to provide financial restructuring support services pursuant to the Engagement Letter under the direction of the Board for the benefit

of certain of the Debtors' non-Debtor affiliates,² which are direct and indirect subsidiaries located in various countries around the world. These services include, but are not necessarily limited to, supporting non-Debtor affiliates in local financing issues (including assisting in structuring, restructuring, and obtaining financing), contingency planning, assisting in developing and monitoring short-term financial and cash flow projections, cash management, assisting in operational improvement initiatives, assisting in working capital improvement initiatives, and supporting the companies and their other advisors in connection with any sale processes or other strategic alternatives.

No Duplication of Services

14. A&M's services are intended to complement, and not duplicate, the services to be rendered by any other professional retained by the Debtors in these chapter 11 cases. A&M has informed the Debtors that it understands that the Debtors have retained, and may retain, additional professionals during the term of the engagement and will use its reasonable efforts to work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

A&M's Disinterestedness

15. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Schmaltz Declaration, annexed hereto as **Exhibit C**, A&M: (i) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the Office of the United States Trustee for the District of New Jersey (the "**U.S. Trustee**") or any person employed by the U.S. Trustee; (ii) does not hold any interest adverse to

2 A&M has agreed with the Debtors that A&M's non-debtor affiliate services would not include Russian entities.

the Debtors' estates; and (iii) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code.

16. Accordingly, the Debtors believe that A&M is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

17. In addition, as set forth in the Schmaltz Declaration, if any new material facts or relationships are discovered or arise, A&M will provide the Court with a supplemental declaration.

Terms of Retention

18. Subject to approval by the Court, the Debtors propose to employ and retain A&M to serve as the Debtors' financial advisor on the terms and conditions set forth in the Engagement Letter.

19. Compensation. In accordance with the terms of the Engagement Letter, A&M will be paid by the Company for the services of the A&M Professionals at their customary hourly billing rates which shall be subject to the following ranges:

Position	Hourly Rate (in U.S. Dollars)
Managing Directors	\$1,025 – \$1,375
Directors	\$775 – \$975
Analysts / Associates	\$425 – \$775

Such rates and ranges shall be subject to adjustment annually at such time as A&M adjusts its rates generally. As of January 1, 2024, the A&M Professionals' hourly ranges will be charged as follows:

Position	Hourly Rate
Managing Directors	\$1,075 – \$1,525
Directors	\$825 – \$1,075
Associates	\$625 – \$825
Analysts	\$425 – \$625

20. In addition, A&M will be reimbursed for the reasonable out-of-pocket expenses of the A&M Professionals incurred in connection with this assignment, such as travel, lodging, meals, third party duplications, messenger, and telephone charges. A&M shall be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the preparation and approval of this Application. All fees and expenses due to A&M will be billed in accordance with any interim compensation orders entered by this Court, and the relevant sections of the Bankruptcy Code, Bankruptcy Rules and Local Rules.

Indemnification

21. As a material part of the consideration for which the A&M Professionals have agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions in paragraph 10 of the Engagement Letter.

Fees

22. The Debtors understand that A&M intends to apply to the Court for allowance of compensation and reimbursement of expenses for its restructuring advisory services in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, corresponding Local Rules, orders of this Court and guidelines established by the U.S. Trustee.

23. In the 90 days prior to the Petition Date, A&M received retainers and payments totaling \$9,344,970.53 in the aggregate for services performed for the Debtors. A&M has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in A&M's first interim fee application for postpetition services and expenses to be rendered or incurred for or on behalf of the Debtors. The unapplied residual retainer, which is estimated to total approximately \$578,064.53, will be segregated by A&M in a separate account that also may

hold other client retainers, and will be held until the end of these chapter 11 cases and applied to A&M's final approved fees and expenses in these proceedings.

24. Given the numerous issues that A&M may be required to address in the performance of its services, A&M's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth herein are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

Basis for Relief

25. The retention of A&M under the terms described herein is appropriate under sections 327(a), 328, and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that:

- (a) is not a creditor, an equity security holder, or an insider;
- (b) is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- (c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

26. Further, section 1107(b) of the Bankruptcy Code provides that "a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the

case.” 11 U.S.C. § 1107(b). A&M’s prepetition relationship with Debtors is therefore not an impediment to A&M’s retention as Debtors’ postpetition financial advisor.

27. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer . . .” 11 U.S.C. § 328(a). The terms and conditions of A&M’s retention as described herein, including the proposed compensation and indemnification terms, are reasonable and in keeping with the terms and conditions typical for engagements of this size and character. Since the Debtors will require substantial assistance with the reorganization process, it is reasonable for Debtors to seek to employ and retain A&M to serve as its financial advisor on the terms and conditions set forth herein.

Request of Waiver of Stay

28. To the extent that the relief sought in the Application constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). As explained herein, the relief requested in this Application is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

No Prior Request

29. No prior request for the relief sought in this Application has been made to this Court or any other court.

Notice

30. The Debtors will provide notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee for the District of New Jersey; (b) the Committee; (c) the holders of the thirty largest unsecured claims against the Debtors (on a consolidated basis); (d) Davis Polk & Wardwell LLP and Greenberg Traurig, LLP, as counsel to the Ad Hoc Group;

(e) Weil, Gotshal & Manges LLP and Wollmuth Maher & Deutsch LLP, as counsel to SoftBank; (f) Cooley LLP, as counsel to Cupar Grimmond, LLC; (g) the agents under each of the Debtors' prepetition secured credit facilities and counsel thereto; (h) the office of the attorney general for each of the states in which the Debtors operate; (i) the United States Attorney's Office for the District of New Jersey; (j) the Securities and Exchange Commission; (k) the Internal Revenue Service; (l) the monitor in the CCAA proceeding and counsel thereto; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter the Order, granting the relief requested herein and granting such other and further relief as the Court deems appropriate under the circumstances.

Dated: November 20, 2023

Respectfully submitted,

WEWORK, INC., *et al.*

By: /s/ Pamela Swidler
Pamela Swidler
Chief Legal Officer
WeWork Inc., *et al.*

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

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Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005.

**ORDER (I) AUTHORIZING
THE DEBTORS TO EMPLOY AND RETAIN
ALVAREZ & MARSAL NORTH AMERICA, LLC
AS FINANCIAL ADVISORS TO THE DEBTORS AND
DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(a)
AND 328 OF THE BANKRUPTCY CODE EFFECTIVE AS OF
THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through six (6), is
ORDERED.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

Caption of Order: Order (I) Authorizing the Debtors to Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisors to the Debtors and Debtors in Possession Effective as of the Petition Date Pursuant to Sections 327(a) and 328 of the Bankruptcy Code and (II) Granting Related Relief

Upon the *Debtor's Application to Employ and Retain Alvarez & Marsal North America, LLC as financial advisors to the Debtors and Debtors in Possession Pursuant to Sections 327(a) and 328 of the Bankruptcy Code* (the "Application")² of the debtors and debtors in possession in the above-captioned case (collectively, the "Debtors" or the "Company") for an order pursuant to sections 327(a) and 328 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), (a) authorizing the Debtors to retain and employ Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly owned by its parent company and employees), its wholly-owned subsidiaries, and independent contractors (collectively, "A&M"), to serve as the Debtors' financial advisors, pursuant to sections 327(a) and 328 of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and perform the services set forth in that certain engagement letter between A&M and certain of the Debtors, dated August 13, 2023 (the "Engagement Letter"), which is attached to the Application as Exhibit B and (b) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in

2 Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

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this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** on as set forth herein.
2. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, the Debtors are hereby authorized to retain A&M as financial advisors to the Debtors, effective as of the Petition Date on the terms set forth in the Engagement Letter, as modified by the Application.
3. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application, are reasonable terms and conditions of employment and are hereby approved.
4. A&M shall file applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules as may then be applicable, the Local Bankruptcy Rules, the applicable U.S. Trustee Guidelines, any interim compensation orders entered by this Court, and any amendments or modifications thereto.

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Debtors: WeWork Inc., *et al.*

Case No. 23-19865 (JKS)

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5. The terms of the Engagement Letter, as modified herein are approved and the indemnification, contribution, and reimbursement provisions as set forth therein are approved, subject, during the pendency of these chapter 11 cases, to the following modifications:

- (a) A&M shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless the indemnification, contribution, or reimbursement is approved by the Court.
- (b) Notwithstanding any provision of the Engagement Letter to the contrary, the Debtors shall have no obligation to indemnify A&M, or provide contribution or reimbursement to A&M, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from A&M's gross negligence, willful misconduct, bad faith or self-dealing to which the Debtors have not consented, (ii) for a contractual dispute in which the Debtors allege the breach of A&M's contractual obligations to maintain the confidentiality of non-public information unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled without the Debtors' consent prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Court, after notice and a hearing pursuant to subparagraph (c) to be a claim or expense for which A&M should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order.
- (c) If, before the earlier of (i) the entry of a final, non-appealable order confirming a chapter 11 plan in these cases, and (ii) the entry of an order closing these chapter 11 cases, A&M believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, A&M must file an application therefor in this Court, and the Debtors may not pay any such amounts to A&M before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify

(Page | 6)

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A&M. All parties in interest shall retain the right to object to any demand by A&M for indemnification, contribution, or reimbursement.

6. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

9. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

10. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit B

The Engagement Letter



August 13, 2023

David Tolley
Chief Executive Officer
WeWork Inc.
12 E 49th Street
New York, NY 10017

Dear Mr. Tolley:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC (“A&M”) and WeWork Inc. on its own behalf and on behalf of each of its wholly-owned direct and indirect subsidiaries and its and their respective assigns and successors (jointly and severally, the “Company”), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Company and A&M (the “Agreement”).

1. Description of Services

- (a) A&M shall provide consulting services to the Company at the direction of the Company’s Chief Executive Officer (the “Responsible Officer”) in connection with efforts in seeking to improve the Company’s financial and operating performance. It is anticipated that A&M’s activities shall include the following:
- (i) assistance in evaluation of the Company’s current business plan and in preparation of a revised operating plan under alternative scenarios;
 - (ii) assistance in analysis to support potential lease renegotiations;
 - (iii) assistance in analysis to support other potential cost reduction and operations improvement opportunities; and
 - (iv) other activities as are approved by you, the Responsible Officer, or the Board of Directors (the “Board”) and agreed to by A&M.

In rendering its services to the Company, A&M will report directly to the Responsible Officer and will make recommendations to and consult with the Responsible Officer and other senior officers as the Board or Responsible Officer direct.

- (b) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates and subsidiaries. Such affiliates are wholly owned by A&M's parent company and employees.

Justin Schmaltz, a Managing Director of A&M, will be responsible for the overall engagement. He may be assisted by other A&M personnel. A&M personnel providing services to the Company may also work with other A&M clients in conjunction with unrelated matters.

2. Information Provided by the Company and Forward Looking Statements

The Company shall use all reasonable efforts to: (i) provide A&M with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that A&M reasonably request in connection with the services to be provided to the Company. A&M shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by A&M in connection with the services performed for the Company. The Company acknowledges and agrees that A&M is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M is under no obligation to update data submitted to it or to review any other areas unless specifically requested by the Board to do so.

You understand that the services to be rendered by A&M may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, A&M will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties

A&M shall perform all services under this Agreement in accordance with the degree of skill and care ordinarily used by qualified, competent, and experienced practitioners of the same professional discipline when performing similar services under similar circumstances. A&M makes no representation or guarantee that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company, (ii) any restructuring proposal or strategic alternative presented to the Company's management or the Board or Responsible Officer will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Company or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors,

shareholders and other constituents. Further, A&M does not assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. A&M shall be responsible for assistance with the implementation only of the restructuring proposal or strategic alternative approved by the Board or Responsible Officer and only to the extent and in the manner authorized by and directed by the Board or Responsible Officer and agreed to by A&M.

Depending on future developments the spread of the Coronavirus has the potential to affect the services provided under this Agreement. Travel, workplace and mobility restrictions (to include measures reasonably mandated by A&M with respect to its employees and personnel) may restrict travel to the Company and other work sites as well as limit access to facilities, infrastructure, information and personnel of A&M, the Company or others. Such circumstances may adversely affect the timetable or content of A&M's deliverables and completion of the scope of services included in this Agreement. A&M will discuss with the Company if A&M believes that the services may be impacted in this way. The Company accepts and acknowledges that A&M employees and personnel may attend at the Company's locations or physically interact with the Company's employees and personnel in connection with the services unless A&M or the Company decide that this should not be the case.

4. Compensation

(a) A&M will receive fees based on the following hourly rates:

Managing Directors	\$1,025-1,375
Directors	\$775-975
Analysts/Associates	\$425-775

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

(b) In addition, A&M will be reimbursed for its reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, meals, messenger and wireless charges. A&M also charges a flat rate of 3% of professional fees to cover otherwise unbilled items such as telephone and conferencing charges, computer use, technology and software license fees, research subscriptions and other internal services. All fees and expenses will be billed on a bi-weekly basis or, at A&M's discretion, more frequently. Invoices are payable upon receipt.

(c) The Company shall promptly remit to A&M a retainer in the amount of \$350,000 (the "Retainer") which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder. The Retainer will be held in a segregated non-interest-bearing account (which may hold other A&M and A&M affiliate client retainers), separate from the general account to which A&M will direct payment of ongoing fees and expenses. Absent your agreement to the contrary, A&M may only draw on the Retainer (or a portion thereof) in order to apply to invoices that are due and payable or other amounts due under this Agreement or as the Company may otherwise agree and Company will be informed of such

application of the Retainer. If a Retainer is to be increased or decreased, the foregoing shall apply.

5. Term

- (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated with immediate effect by either party without cause by written notice to the other party.
- (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists.
- (c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).
- (d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this engagement letter. Neither A&M nor any of its personnel or agents is to be considered an employee or agent of the Company and the personnel and agents of A&M are not entitled to any of the benefits that the Company provides for the Company employees. The Company acknowledges and agrees that A&M's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. No Third Party Beneficiary

The Company acknowledges that all advice (written or oral) provided by A&M to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Board and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

8. Conflicts

A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on a global basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to or have business associations with other

entities or people which had or have or may have relationships with the Company, including creditors of the Company. The Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained; and provided further that A&M will not represent the interests of any entities or people in connection with matters that would materially affect the ability of A&M to perform this engagement (including, for example, acting for a landlord of the Company on the same matters for which A&M is engaged to advise the Company). Each of the entities comprising the definition of Company (each, a "Company Entity") acknowledges and agrees that the services being provided hereunder are being provided on behalf of each of them and each of them hereby waives any and all conflicts of interest that may arise on account of the services being provided on behalf of any other Company Entity. Each Company Entity represents that it has taken all corporate action necessary and is authorized to waive such potential conflicts of interest.

9. Confidentiality / Non-Solicitation

A&M shall keep as confidential all non-public information received from the Company in conjunction with this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. To the extent permitted by law, if any confidential information is requested or required to be disclosed pursuant to any applicable law, regulation or legal process, A&M will promptly notify Company in writing and provide Company with a copy of such request (to the extent legally permissible) and will provide the Company with a reasonable opportunity to file motions to object in whole or in part to producing such documents. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision. The Company, on behalf of itself and its subsidiaries and affiliates and any person which may acquire all or substantially all of its assets agrees that, until two (2) years subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the Company or any of its subsidiaries or affiliates or any person who acquires all or substantially all of its assets extend an offer of employment to or otherwise engage any Solicited Person and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The Company acknowledges and agrees that this fee fairly represents the loss that A&M will suffer if the Company breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement.

10. Indemnification and Limitations on Liability

The attached indemnification and limitation on liability agreement is incorporated herein by reference and shall be executed upon the acceptance of this Agreement. Termination of this engagement shall not affect these indemnification and limitation on liability provisions, which shall remain in full force and effect.

11. Joint and Several Liability

Each Company Entity hereby acknowledges and agrees that they are each jointly and severally liable to A&M and its affiliates for all of the Company's representations, warranties, covenants, liabilities and obligations set forth in the Agreement. Any beneficiary of this agreement may seek to enforce any of its rights and remedies hereunder against any or all Company Entities in any order at any time in its sole discretion.

12. Privacy and Data Protection.

In the provision of Services under this Agreement, A&M may Process certain Company Personal Data. Capitalized terms are defined in clause (d), below.

- (a) Mutual Obligations. A&M and Company shall each comply with Data Protection Laws applicable to their respective Processing of Company Personal Data.
- (b) A&M Obligations. (i) A&M shall Process Company Personal Data in accordance with the Agreement as reasonably necessary to providing the Services (“Business Purpose”). (ii) A&M shall implement and maintain appropriate physical, technical, and organizational safeguards reasonably designed to protect the confidentiality and security of Company Personal Data, and to protect Company Personal Data against a Personal Data Breach. (iii) A&M shall not: (A) sell or share Company Personal Data; (B) retain, use, or disclose Company Personal Data for any purpose other than for the Business Purpose; (C) retain, use, or disclose Company Personal Data for a commercial purpose other than the Business Purpose, or as otherwise permitted under Data Protection Laws; (D) retain, use, or disclose Company Personal Data outside of the direct business relationship between Company and A&M, except as otherwise permitted under Data Protection Laws; or (E) combine Company Personal Data it receives from, or on behalf of, Company with personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, except as otherwise provided under Data Protection Laws. A&M has Company’s general authorization to disclose Company Personal Data to its affiliates to assist A&M in processing Company Personal Data for the Business Purpose. Company acknowledges that where relevant to the Business Purpose and at its direction A&M may transfer Company Personal Data to third parties, and that any such transfers are for Company’s convenience and shall always be deemed to be made on Company’s behalf. (iv) A&M shall provide the same level of protection to Company Personal Data as required of businesses under applicable Data Protection Laws and will notify Company immediately if it determines that it can no longer meet its obligations under applicable Data Protection Laws. (v) A&M has Company’s general authorization for the engagement of sub-processors to assist A&M in processing Company Personal Data for the Business Purpose; provided, A&M shall notify Company of that engagement and each sub-processor shall be subject to written agreement containing the same protections as set forth herein. (vi) Company shall be permitted to monitor A&M’s compliance with its privacy and data protection obligations herein through written diligence questionnaires once every 12 months. (vii) To the extent A&M is permitted under the Agreement to deidentify, anonymize and/or aggregate Company Personal Data (“Deidentified Data”), Company acknowledges that

A&M undertakes such actions in connection with and for the purpose of performing the Services, and Deidentified Data shall not be considered Company Personal Data.

- (c) Company Obligations. (i) Company confirms that it has established all rights (including, where relevant, providing a privacy notice and obtaining any necessary consents) necessary under applicable Data Protection Laws for A&M to provide the Services under the Agreement. (ii) Company shall not do or permit anything to be done, through any act or omission, in providing or making available to A&M any Company Personal Data, that would cause A&M or any of its affiliates to contravene or incur any liability under any Data Protection Laws. (iii) If Company's transfer of Company Personal Data to A&M would be prohibited by GDPR or other Data Protection Laws in the absence of an adequacy decision, standard contractual clauses, or other permitted transfer mechanism, Company shall be responsible for ensuring that appropriate safeguards are in place including, where applicable, by entering into standard contractual clauses with A&M. (iv) Company shall use its reasonable efforts, where practicable, to limit the Personal Data that it provides or makes available to A&M to information that is necessary and relevant for A&M's performance of the Services, including by removing and/or de-identifying datasets, and to notify A&M in advance regarding categories, types and volume of Personal Data that it will provide or make available so that the parties can implement appropriate data transmission, handling and storage safeguards. (v) If Company is a covered entity or business associate as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Company shall not disclose protected health information (PHI) or electronic protected health information (ePHI) to A&M (in its own capacity as a business associate) unless and until the parties have entered into a mutually acceptable HIPAA business associate agreement, which will supersede this Privacy and Data Protection Provision with respect to such PHI/ePHI.
- (d) Definitions. (i) "Data Protection Laws" means all laws, rules and regulations pertaining to the privacy and security of Personal Data, including but not limited to the California Consumer Protection Act of 2018 ("CCPA") and EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"); (ii) "Personal Data" means all "personal data", "personal information", "personally identifiable information", "special categories of data", "sensitive personal information", and similarly defined terms under Data Protection Laws; (iii) "Company Personal Data" means any Personal Data that Company provides or makes available to A&M, or that A&M collects directly from individuals, in connection with A&M's performance of the Services (but excluding contact details about Company's personnel that A&M processes to manage the business relationship with Company); (iv) "Process" has the meaning under applicable Data Protection Laws, and in all events means to collect, access, analyze, use, store, transfer (including by remote access), or disclose by transmission; (v) "Personal Data Breach" has the meaning under applicable Data Protection Laws, and in all events means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data; and, (vi) for purposes of clause (b)(iii) above, the terms "personal information", "consumer", "business", "service provider", "business

purpose”, “commercial purpose”, “sell”, and “share” shall have the meanings defined under CCPA.

13. Miscellaneous

This Agreement (together with the attached indemnity provisions), and all claims, proceedings or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the services provided hereunder (the “Related Matters”), shall be governed by, and enforced in accordance with, the internal laws of the State of New York, including its statutes of limitations, without regard to principles of conflict of law that would defer to the laws of another jurisdiction.

The Company and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any Related Matters. Any and all Related Matters, including, but not limited to, fee disputes, claims of fraud, constructive fraud, breach of fiduciary duties, breach of contract, deceptive trade practice, or any others, will be submitted to the American Arbitration Association (“AAA”) for binding arbitration and prompt resolution pursuant to the Federal Arbitration Act (Title 9 of the United States Code) and the AAA’s published Commercial Arbitration Rules in effect on the date of this Agreement. Arbitration shall be before three (3) arbitrators. Each party shall nominate one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The parties undertake to carry out the award of the arbitrators without delay. Both A&M and Company agree to this exclusive remedy and to be bound by the results of arbitration. The arbitration hearing will be held in New York, New York. Judgment may be entered on the arbitrators’ award in any court having jurisdiction. Notwithstanding the foregoing, either party shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction, without the need to resort to arbitration. To the extent that the rules of arbitration set forth herein permit the commencement of any judicial proceeding, each party consents and submits to the personal jurisdiction of and exclusive venue in the federal courts with jurisdiction over the Southern District of New York or, if such courts lack subject matter jurisdiction, in the New York state courts with jurisdiction over New York County, New York. Each party waives all defenses of lack of personal jurisdiction and forum non-conveniens in such courts.

This Agreement shall be binding upon A&M and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M’s or the Company’s respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and A&M. The Company agrees that A&M may aggregate information provided by or on behalf of the Company during this engagement with information provided by or on behalf of others and use and disclose that information in de-identified form as part of research and advice, including, without limitation, benchmarking services. Notwithstanding anything herein to the contrary, A&M may reference or list the Company’s name and/or logo and/or a general description of the services in marketing materials upon the Company’s commencement of a bankruptcy case or upon the Company’s or its representatives’ public confirmation of A&M’s engagement.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.


Very truly yours,

Alvarez & Marsal North America, LLC

By: 
Justin Schmaltz
Managing Director

Accepted and agreed:

WeWork Inc., on behalf of itself and its wholly-owned direct and indirect subsidiaries

By: 
David Tolley
Chief Executive Officer

INDEMNIFICATION AND LIMITATION ON LIABILITY AGREEMENT

This indemnification and limitation on liability agreement is made part of an agreement, dated August 13, 2023 (which together with any renewals, modifications or extensions thereof, is herein referred to as the “Agreement”), by and between Alvarez & Marsal North America, LLC (“A&M”) and WeWork Inc. on its own behalf and on behalf of its wholly-owned direct and indirect subsidiaries and its and their permitted successors and assigns (jointly and severally, the “Company”), for services to be rendered to the Company by A&M.

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the reasonable and documented costs for counsel or others (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction to have resulted primarily from such Indemnified Party's gross negligence, fraud or willful misconduct or, with respect to the Company, any claim by the Company against A&M as to A&M's breach of its express obligations under the Agreement. The Company also agrees (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction to have resulted primarily from such Indemnified Party's gross negligence, fraud or willful misconduct and (b) in no event will either party have any liability to the other party for such other party's special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity); provided, however that nothing in this sentence shall limit or restrict indemnity and hold harmless obligations in this Agreement with respect to any action or claim brought by a third party. Notwithstanding anything to the contrary above, A&M's total aggregate liability to the Company for claims brought by the Company that are finally determined to have resulted from A&M's breach of Section 9 and Section 12 of the Agreement shall not exceed \$5,000,000. The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding. Any Indemnified Party will not, without the prior consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed), settle or compromise or consent to the entry to any judgment in any pending or threatened claim, action, suit, or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit, or proceeding).

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its reasonable and documented out of pocket expenses, including the reasonable and documented fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay reasonable and documented expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable and documented expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable

considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and reasonable expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay document expenses reasonably incurred by the Indemnified Parties, including reasonable and documented attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any reasonable and documented expenses reasonably incurred by them, including reasonable attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

WeWork Inc., on behalf of itself and its
wholly-owned direct and indirect subsidiaries

By: 
Name: David Tolley
Title: Chief Executive Officer

ALVAREZ & MARSAL NORTH
AMERICA, LLC


By: 
Justin Schmaltz
Managing Director

Exhibit C

Schmaltz Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Edward O. Sassower, P.C.

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Steven N. Serajeddini, P.C. (admitted *pro hac vice*)

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

*Proposed Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

WEWORK INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-19865 (JKS)

(Jointly Administered)

**DECLARATION OF JUSTIN SCHMALTZ
IN SUPPORT OF DEBTORS' APPLICATION
(I) AUTHORIZING THE DEBTORS TO EMPLOY AND
RETAIN ALVAREZ & MARSAL NORTH AMERICA, LLC
AS FINANCIAL ADVISORS TO THE DEBTORS AND
DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(a)
AND 328 OF THE BANKRUPTCY CODE EFFECTIVE AS OF
THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/WeWork>. The location of Debtor WeWork Inc.'s principal place of business is 12 East 49th Street, 3rd Floor, New York, NY 10017; the Debtors' service address in these chapter 11 cases is WeWork Inc. c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd. Beaverton, OR 97005.

Justin Schmaltz, being duly sworn, hereby states as follows:

1. I am a Managing Director with Alvarez & Marsal North America, LLC (together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors, “A&M”), a restructuring advisory services firm with numerous offices throughout the country. I submit this declaration on behalf of A&M (the “Declaration”) in support of the *Debtors’ Application (I) Authorizing the Debtors to Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisors to the Debtors and Debtors in Possession Pursuant to Sections 327(a) and 328 of the Bankruptcy Code Effective as of the Petition Date and (II) Granting Related Relief* (the “Application”) on the terms and conditions set forth in the Application and the Engagement Letter between the Debtors and A&M attached to the Application as Exhibit A (the “Engagement Letter”). Except as otherwise noted,² I have personal knowledge of the matters set forth herein.

Disinterestedness and Eligibility

2. A&M, together with its professional service provider affiliates (the “Firm”) utilizes certain procedures (“Firm Procedures”) to determine the Firm’s relationships, if any, to parties that may have a connection to a client debtor. In implementing the Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors and the Firm’s relationship with such parties:

(a) A&M requested and obtained from the Debtors extensive lists of interested parties and significant creditors (the “Potential Parties in Interest”).³ The list of Potential Parties

2 Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at A&M and are based on information provided by them.

3 The list of Potential Parties in Interest is expected to be updated during these cases. A&M continues to review the relationships its professionals may have with potentially interested parties and to determine whether any relationships other than those set forth herein exist. As may be necessary, A&M will supplement this Declaration if it becomes aware of a relationship that may adversely affect A&M’s retention in these chapter

in Interest which A&M reviewed is annexed hereto as Schedule A. The Potential Parties in Interest reviewed include, among others, the Debtors, prepetition lenders, officers, directors, the fifty (50) largest unsecured creditors of the Debtors (on a consolidated basis), significant customers and suppliers, parties holding ownership interests in the Debtors, significant counterparties to material agreements and significant litigation claimants.

(b) A&M then compared the names of each of the Potential Parties in Interest to the names in its master electronic database of the Firm's current and recent clients (the "Client Database"). The Client Database generally includes the name of each client of the Firm, the name of each party who is or was known to be adverse to the client of the Firm in connection with the matter in which the Firm is representing such client, the name of each party that has, or had, a substantial role with regard to the subject matter of the Firm's retention, and the names of the Firm professionals who are, or were, primarily responsible for matters for such clients.

(c) An email was issued to all Firm professionals requesting disclosure of information regarding: (i) any known personal connections between the respondent and/or the Firm on the one hand, and either certain significant Potential Parties in Interest or the Debtors, on the other hand,⁴ (ii) any known connections or representation by the respondent and/or the Firm of

11 cases or discovers additional parties in interest through the filing of statements of financial affairs or statements under Rule 2019 of the Federal Rules of Bankruptcy Procedure. A&M will update this disclosure if it is advised of any trading of claims against or interests in the Debtors that may relate to A&M's retention or otherwise requires such disclosure.

4 In reviewing its records and the relationships of its professionals, A&M did not seek information as to whether any A&M professional or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain A&M professionals have invested but as to which such professionals have no control over or knowledge of investment decisions, securities of the Debtors or any other party in interest; or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact A&M's disinterestedness or otherwise give rise to a finding that A&M holds or represents an interest adverse to the Debtors' estates. It is also noted that in the course of our review it came to A&M's attention that A&M personnel hold de minimis investments, representing not more than 0.01% of the equity interests in the related entity, in various parties

any of those Potential Parties in Interest in matters relating to the Debtors; and (iii) any other conflict or reason why A&M may be unable to represent the Debtors.

(d) Known connections between former or recent clients of the Firm and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed in **Schedule B** annexed hereto.

3. As a result of the Firm Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, A&M:

(a) is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services), an equity security holder of the Debtors (except certain Firm employees may own de minimis amounts representing not more than 0.01% of the equity interests in the related entity, or an “insider” of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code);

(b) is not, and has not been, within two (2) years before the date of the filing of the petition, a director, officer, or employee of the Debtors; and

(c) does not have an interest materially adverse to the interests of the Debtors’ estates, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

4. As can be expected with respect to any international professional services firm such as A&M, the Firm provides services to many clients with interests in the Debtors’ chapter 11 cases.

in interest, including but not limited to Amazon Web Services, Inc., American Express, Bank of America National Association, Citibank, Deutsche Bank, Draftkings, Inc., Facebook Inc. Meta, Goldman Sachs Bank USA, Google LLC, HP Inc., JPMorgan Chase Bank, N.A., Microsoft, Palantir Technologies Inc., Pinterest Inc. and Wells Fargo.

To the best of my knowledge, except as indicated below, the Firm's services for such clients do not relate to the Debtors' chapter 11 cases.

5. In addition to the disclosures on Schedule B, I note the following:

(a) Alvarez & Marsal Inc. ("A&M Inc."), an entity controlled by Bryan Marsal and Antonio Alvarez II, is the majority owner of Alvarez & Marsal Holdings, LLC ("A&M Holdings"). A&M Holdings is the sole owner of A&M. Messer's Marsal and Alvarez comprise the Board of Managers of A&M Holdings and two of the Board of Managers of A&M. Messer's Marsal and Alvarez, together with A&M Inc., indirectly control a significant interest in the general partner of A&M Capital which consists of various funds (the "A&M Capital Funds"). Also, certain A&M employees have invested in limited partnership interests in the A&M Capital Funds and, indirectly, their general partners and, from time to time, A&M and/or its professional service provider affiliates provide services to the A&M Capital Funds. The investments of the A&M Capital Funds are private equity investments in companies (all of whom are unrelated to the Debtors and these chapter 11 cases).

(b) As set forth on Schedule B, Kirkland & Ellis LLP ("K&E") currently represents A&M and/or its affiliates in matters unrelated to the Debtors and these chapter 11 cases. In addition to K&E's representations of certain A&M affiliates (including A&M Inc., A&M Capital and the A&M Capital Funds) certain partners or other persons or entities associated with K&E ("K&E Persons") have invested in the A&M Capital Funds. Each K&E Person that has invested in the A&M Capital Funds holds less than one percent of the A&M Capital Funds.

(c) JPMorgan Chase Bank, N.A. together with certain of its affiliates (collectively, "JPMC"), Wells Fargo Bank, N.A., together with certain of its affiliates (collectively, "Wells Fargo") and HSBC Bank USA, N.A., together with certain of its affiliates ("HSBC") are

Potential Parties in Interest. Under a credit facility (the “Credit Facility”) to A&M’s parent company A&M Holdings: Wells Fargo is administrative agent, swingline lender and issuing lender, and JPMC is a lender and the syndication agent and Wells Fargo and JPMC are joint lead arrangers and joint book runners. HSBC is a participating lender and documentation agent. In addition to their receipt of interest in their capacity as lenders under the Credit Facility, Wells Fargo, HSBC and JPMC receive certain customary and negotiated fees and reimbursement of expenses in connection with their roles under the Credit Facility.

(d) In addition to the restructuring and financial advisory services provided by A&M leading under the Engagement Letter, prior to the Petition Date, various A&M affiliates have provided consulting services to the Debtors. In particular, (i) Alvarez & Marsal Transaction Advisory Group, LLC (“A&M TAG”) provided financial accounting advisory and due diligence services to WeWork in connection with certain foreign affiliate transactions, (ii) Alvarez & Marsal Valuation Services, LLC (“A&M VS”), provided valuations of certain equity interests, equity-based awards, acquired assets and liabilities and real property and leases of WeWork and various non-debtor affiliate entities, (iii) Alvarez & Marsal Tax, LLC provided certain tax consulting services and (iv) A&M was previously engaged by The We Company to provide financial advisory services.

(e) A&M VS has also provided valuation services to WeWork personnel Adam Neumann, Miguel McKelvey, Arthur Minson, Ariel Tiger, Aharon Bahar, and Jennifer Berrent with respect to, among other matters, their interests in WeWork. Valuation services to those individuals were complete in March 2018.

(f) The Debtors provide office space to FTX Trading Ltd. and its subsidiaries and/or affiliates (“FTX”) and are an unsecured creditor with claims of approximately \$87,000 in

FTX's chapter 11 cases. A&M has made certain personnel available to provide financial advisory services to FTX in connection with their chapter 11 cases. Those services include case administration services and have included a review of FTX's contractual obligations and the termination of certain contracts, including contracts FTX entered into with the Debtors. A&M's services for FTX do not include objecting to the Debtors claims and A&M will recuse itself in both matters from any litigation or dispute that may arise between FTX and the Debtors.

(g) In 2019, A&M was engaged by Goldman Sachs to provide financial advisory and diligence services in connection with Goldman Sachs' acquisition of an interest in WeWork.

(h) WeWork Inc. is acting as the Foreign Representative on behalf of itself, and certain other Canadian affiliates (collectively, "WeWork Canada") in connection an application to the Ontario Superior Court of Justice (the "Canadian Court") for ancillary recognition proceedings under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C.-36, as amended, of Canada (the "Recognition Proceedings"). At the request of the Debtors, a subsidiary of A&M, Alvarez & Marsal Canada Inc. ("A&M Canada") agreed to perform the role of, and was appointed by the Canadian Court as, Information Officer in the Recognition Proceedings pursuant to the Initial Recognition Order of the Canadian Court dated November 16, 2023. A&M Canada commenced its work in preparation for its role as Information Officer on October 27, 2023. On November 16, 2023, the Canadian Court granted the Initial Recognition Order, which, among other things, declared that the Chapter 11 proceeding is a "foreign main proceeding". As Information Officer, A&M Canada will report to the Canadian Court from time to time on the status of the Chapter 11 proceeding, the proposed restructuring of the Debtors, the US Orders sought to be recognized and given effect by the Canadian Court, and any other information that may be material

to the Canadian Court. A&M Canada agreed to perform the Information Officer role based on the understanding that the interests of WeWork Canada and the Debtors are aligned, and therefore A&M's role as Information Officer, and its preparation for such role, does not result in A&M Canada representing an interest adverse to the Debtors.

(i) Two of A&M's affiliates are parties to membership agreements with WeWork joint venture affiliates in Bangalore, India and Santiago, Chile. A&M's services to the Debtors do not involve a review of those agreements.

(j) As described in the Application, since the inception of A&M's engagement with the Debtors in August 2023, A&M Professionals have (and will continue) to provide financial restructuring support services pursuant to the Engagement Letter under the direction of the Board for the benefit of certain of the Debtor's non-debtor affiliates, which are direct and indirect subsidiaries located in various countries around the world.

(k) Kathryn Rube is an A&M employee who is a former employee of WeWork.

(l) Debtor entity Prolific Interactive, LLC was listed as an equity holder of Refresh Club, Inc. d/b/a The Wing. That engagement is now complete.

(m) Liz LaPuma is a former A&M Managing Director who sits on the WeWork board. Ms. LaPuma is still involved as a witness in ongoing litigation regarding a prior client matter she worked on while at A&M that is wholly unrelated to this engagement. Consistent with our customary practices, we have agreed to reimburse Ms. LaPuma for her time and expenses incurred in connection with those matters.

(n) The Firm is engaged by a variety of clients globally to provide financial advisory, interim management and other consulting services. WeWork may have membership agreements or other contractual relationships with Firm clients who are not listed as Potential

Parties in Interest in this case and it is possible that Firm personnel had dealings related to WeWork in those matters.

6. Further, as part of its diverse practice, the Firm appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties-in-interest in the Debtors' chapter 11 cases. Further, the Firm has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which A&M is to be employed, and none are in connection with these cases.

7. To the best of my knowledge, no employee of the Firm is a relative of, or has been connected with the U.S. Trustee in this district or its employees.

8. Accordingly, to the best of my knowledge, A&M is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, in that A&M: (i) is not a creditor, equity security holder, or insider of the Debtors; (ii) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors; and (iii) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders.

9. If any new material relevant facts or relationships are discovered or arise, A&M will promptly file a supplemental declaration.

Compensation

10. Subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, applicable U.S. Trustee guidelines, and the Local Rules, A&M will seek from the Debtors payment for compensation on an hourly basis and reimbursement of actual and necessary expenses incurred by A&M. A&M's customary hourly rates as charged in bankruptcy and non-bankruptcy matters of this type by the professionals assigned to this engagement are outlined in the Application. These hourly rates are adjusted annually.

11. To the best of my knowledge, (i) no commitments have been made or received by A&M with respect to compensation or payment in connection with these chapter 11 cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules and (ii) A&M has no agreement with any other entity to share with such entity any compensation received by A&M in connection with these chapter 11 cases.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct, to the best of my information, knowledge and belief.

Dated: November 20, 2023

/s/ Justin Schmaltz

Justin Schmaltz

Managing Director

Alvarez & Marsal North America, LLC

Schedule A

List of Potential Parties in Interest

DEBTORS

1 BEACON STREET TENANT LLC
1 BELVEDERE DRIVE TENANT LLC
1 GLENWOOD AVE TENANT LLC
1 LINCOLN STREET TENANT LLC
1 MILK STREET TENANT LLC
1 POST STREET TENANT LLC
1 SOUTH DEARBORN STREET
TENANT LLC
1 UNION SQUARE WEST HQ LLC
10 EAST 38TH STREET TENANT LLC
10 EAST 40TH STREET HQ LLC
100 BAYVIEW CIRCLE TENANT LLC
100 BROADWAY TENANT LLC
100 S STATE STREET TENANT LLC
100 SUMMER STREET TENANT LLC
10000 WASHINGTON BOULEVARD
TENANT LLC
1001 WOODWARD AVE TENANT
LLC
1003 EAST 4TH PLACE TENANT LLC
101 EAST WASHINGTON STREET
TENANT LLC
101 MARIETTA STREET
NORTHWEST TENANT LLC
101 NORTH 1ST AVENUE TENANT
LLC
10250 CONSTELLATION TENANT
LLC
1031 SOUTH BROADWAY TENANT
LLC
10585 SANTA MONICA BOULEVARD
TENANT LLC
10845 GRIFFITH PEAK DRIVE
TENANT LLC
10885 NE 4TH STREET TENANT LLC
109 S 5TH STREET TENANT LLC
1090 WEST PENDER STREET
TENANT LP
10900 STONELAKE BOULEVARD
TENANT LLC
1099 STEWART STREET TENANT
LLC

11 PARK PL TENANT LLC
110 110TH AVENUE NORTHEAST
TENANT LLC
110 CORCORAN STREET TENANT
LLC
110 WALL MANAGER LLC
1100 15TH STREET NW TENANT LLC
1100 LUDLOW STREET TENANT LLC
1100 MAIN STREET TENANT LLC
1111 BROADWAY TENANT LLC
1111 WEST 6TH STREET TENANT
LLC
1114 W FULTON MARKET Q LLC
1115 BROADWAY Q LLC
1115 HOWELL MILL ROAD TENANT
LLC
1115 W FULTON MARKET Q LLC
115 BROADWAY TENANT LLC
115 EAST 23RD STREET TENANT
LLC
1150 SOUTH OLIVE STREET TENANT
LLC
1155 PERIMETER CENTER WEST
TENANT LLC
1155 WEST FULTON STREET
TENANT LLC
1156 6TH AVENUE TENANT LLC
117 NE 1ST AVE TENANT LLC
1175 PEACHTREE TENANT LLC
11801 DOMAIN BLVD TENANT LLC
12 EAST 49TH STREET TENANT LLC
12 SOUTH 1ST STREET TENANT LLC
120 WEST TRINITY PLACE TENANT
LLC
1200 17TH STREET TENANT LLC
1200 FRANKLIN AVENUE TENANT
LLC
1201 3RD AVENUE TENANT LLC
1201 WILLS STREET TENANT LLC
1201 WILSON BLVD TENANT LLC
12130 MILLENNIUM DRIVE TENANT
LLC
1240 ROSECRANS TENANT LLC

125 S CLARK STREET TENANT LLC
125 WEST 25TH STREET TENANT
LLC
12655 JEFFERSON BLVD TENANT
LLC
128 SOUTH TRYON STREET TENANT
LLC
130 5TH AVENUE TENANT LLC
130 MADISON AVENUE TENANT
LLC
130 W 42ND STREET TENANT LLC
1305 2ND STREET Q LLC
1330 LAGOON AVENUE TENANT
LLC
1333 NEW HAMPSHIRE AVENUE
NORTHWEST TENANT LLC
135 E 57TH STREET TENANT LLC
135 MADISON AVE TENANT LLC
1372 PEACHTREE STREET NE
TENANT LLC
1389 PEACHTREE STREET
NORTHWEST TENANT LLC
1400 LAVACA STREET TENANT LLC
1410 BROADWAY TENANT LLC
1411 4TH AVENUE TENANT LLC
142 W 57TH STREET TENANT LLC
1430 WALNUT STREET TENANT LLC
1440 BROADWAY TENANT LLC
1448 NW MARKET STREET TENANT
LLC
1449 WOODWARD AVENUE TENANT
LLC
145 W 45TH STREET TENANT LLC
1450 BROADWAY TENANT LLC
1453 3RD STREET PROMENADE Q
LLC
1455 MARKET STREET TENANT LLC
1460 BROADWAY TENANT LLC
148 LAFAYETTE STREET TENANT
LLC
149 5TH AVENUE TENANT LLC
149 MADISON AVENUE TENANT
LLC
15 WEST 27TH STREET TENANT LLC

150 4TH AVE N TENANT LLC
152 3RD STREET TENANT LLC
1525 11TH AVE TENANT LLC
1535 BROADWAY TENANT LLC
154 W 14TH STREET TENANT LLC
1547 9TH STREET HQ LLC
1557 WEST INNOVATION WAY
TENANT LLC
1560 BROADWAY TENANT LLC
16 EAST 34TH STREET TENANT LLC
160 VARICK STREET TENANT LLC
160 W SANTA CLARA ST TENANT
LLC
1600 7TH AVENUE TENANT LLC
1601 ELM STREET TENANT LLC
1601 MARKET STREET TENANT LLC
1601 VINE STREET TENANT LLC
161 AVENUE OF THE AMERICAS
TENANT LLC
1615 PLATTE STREET TENANT LLC
1619 BROADWAY TENANT LLC
166 GEARY STREET HQ LLC
1660 LINCOLN STREET TENANT LLC
167 N GREEN STREET TENANT LLC
1700 LINCOLN STREET TENANT LLC
1701 RHODE ISLAND AVENUE
NORTHWEST TENANT LLC
1725 HUGHES LANDING
BOULEVARD TENANT LLC
1730 MINOR AVENUE TENANT LLC
17300 LAGUNA CANYON ROAD
TENANT LLC
177 E COLORADO BLVD TENANT
LLC
1775 TYSONS BOULEVARD TENANT
LLC
18 WEST 18TH STREET TENANT LLC
180 GEARY STREET HQ LLC
180 SANSOME STREET TENANT LLC
1814 FRANKLIN ST Q LLC
18191 VON KARMAN AVENUE
TENANT LLC

1825 SOUTH GRANT STREET
TENANT LLC
1828 WALNUT ST TENANT LLC
183 MADISON AVENUE Q LLC
1840 GATEWAY DR TENANT LLC
185 MADISON AVENUE TENANT
LLC
18691 JAMBOREE ROAD TENANT
LLC
1875 K STREET NW TENANT LLC
1881 BROADWAY HQ LLC
1900 MARKET STREET TENANT LLC
1900 POWELL STREET TENANT LLC
1910 NORTH OLA AVENUE TENANT
LLC
1920 MCKINNEY AVE TENANT LLC
195 MONTAGUE STREET TENANT
LLC
199 WATER STREET TENANT LLC
2 BELVEDERE DRIVE TENANT LLC
2 EMBARCADERO CENTER TENANT
LLC
2 NORTH LASALLE STREET TENANT
LLC
20 W KINZIE TENANT LLC
200 BERKELEY STREET TENANT
LLC
200 MASSACHUSETTS AVE NW
TENANT LLC
200 PORTLAND TENANT LLC
200 SOUTH BISCAYNE BLVD
TENANT LLC
200 SOUTH ORANGE AVENUE
TENANT LLC
200 SPECTRUM CENTER DRIVE
TENANT LLC
201 SPEAR ST TENANT LLC
2031 3RD AVE TENANT LLC
205 HUDSON STREET TENANT LLC
205 NORTH DETROIT STREET
TENANT LLC
21 PENN PLAZA TENANT LLC
210 N GREEN PARTNERS LLC
210 N GREEN PROMOTER LLC

2120 BERKELEY WAY TENANT LLC
21255 BURBANK BOULEVARD
TENANT LLC
214 WEST 29TH STREET TENANT
LLC
22 CORTLANDT STREET HQ LLC
2201 BROADWAY TENANT LLC
221 6TH STREET TENANT LLC
2211 MICHELSON DRIVE TENANT
LLC
222 KEARNY STREET TENANT LLC
222 NORTH SEPULVEDA TENANT
LLC
222 S RIVERSIDE PLAZA TENANT
LLC
2221 PARK PLACE TENANT LLC
2222 PONCE DE LEON BLVD
TENANT LLC
225 SOUTH 6TH ST TENANT LLC
225 W 39TH STREET TENANT LLC
229 WEST 36TH STREET TENANT
LLC
231 11TH AVE TENANT LLC
2323 DELGANY STREET TENANT
LLC
24 FARNSWORTH STREET Q LLC
2-4 HERALD SQUARE TENANT LLC
2401 ELLIOTT AVENUE TENANT
LLC
2420 17TH STREET TENANT LLC
2425 EAST CAMELBACK ROAD
TENANT LLC
245 LIVINGSTON ST Q LLC
25 WEST 45TH STREET HQ LLC
250 E 200 S TENANT LLC
250 PARK AVENUE TENANT LLC
255 GIRALDA AVENUE TENANT LLC
255 GREENWICH STREET TENANT
LLC
255 S KING ST TENANT LLC
2600 EXECUTIVE PARKWAY
TENANT LLC
2700 POST OAK BLVD. TENANT LLC

27-01 QUEENS PLAZA NORTH
TENANT LLC
2755 CANYON BLVD WW TENANT
LLC
28 2ND STREET TENANT LLC
28 WEST 44TH STREET HQ LLC
29 WEST 30TH STREET TENANT LLC
30 HUDSON STREET TENANT LLC
30 WALL STREET TENANT LLC
300 MORRIS STREET TENANT LLC
300 PARK AVENUE TENANT LLC
3000 OLYM BOULEVARD TENANT
LLC
3000 S ROBERTSON BLVD Q LLC
3001 BISHOP DRIVE TENANT LLC
3003 WOODBRIDGE AVE TENANT
LLC
3090 OLIVE STREET TENANT LLC
31 ST JAMES AVE TENANT LLC
3101 PARK BOULEVARD TENANT
LLC
311 W 43RD STREET TENANT LLC
3120 139TH AVENUE SOUTHEAST
TENANT LLC
315 EAST HOUSTON TENANT LLC
315 W 36TH STREET TENANT LLC
316 WEST 12TH STREET TENANT
LLC
3200 PARK CENTER DRIVE TENANT
LLC
3219 KNOX STREET TENANT LLC
3280 PEACHTREE ROAD NE TENANT
LLC
33 ARCH STREET TENANT LLC
33 EAST 33RD STREET TENANT LLC
33 IRVING TENANT LLC
330 NORTH WABASH TENANT LLC
3300 N. INTERSTATE 35 TENANT
LLC
332 S MICHIGAN TENANT LLC
333 WEST SAN CARLOS TENANT
LLC
3365 PIEDMONT ROAD TENANT LLC

340 BRYANT STREET HQ LLC
345 4TH STREET TENANT LLC
345 WEST 100 SOUTH TENANT LLC
35 EAST 21ST STREET HQ LLC
353 SACRAMENTO STREET TENANT
LLC
35-37 36TH STREET TENANT LLC
360 NW 27TH STREET TENANT LLC
3600 BRIGHTON BOULEVARD
TENANT LLC
38 WEST 21ST STREET TENANT LLC
385 5TH AVENUE Q LLC
3900 W ALAMEDA AVE TENANT
LLC
391 SAN ANTONIO ROAD TENANT
LLC
40 WATER STREET TENANT LLC
400 CALIFORNIA STREET TENANT
LLC
400 CAPITOL MALL TENANT LLC
400 CONCAR DRIVE TENANT LLC
400 LINCOLN SQUARE TENANT LLC
400 SPECTRUM CENTER DRIVE
TENANT LLC
4005 MIRANDA AVE TENANT LLC
401 SAN ANTONIO ROAD TENANT
LLC
404 FIFTH AVENUE TENANT LLC
4041 MACARTHUR BOULEVARD
TENANT LLC
405 MATEO STREET TENANT LLC
408 BROADWAY TENANT LLC
410 NORTH SCOTTSDALE ROAD
TENANT LLC
414 WEST 14TH STREET HQ LLC
415 MISSION STREET TENANT LLC
419 PARK AVENUE SOUTH TENANT
LLC
420 5TH AVENUE Q LLC
420 COMMERCE STREET TENANT
LLC
424-438 FIFTH AVENUE TENANT
LLC
428 BROADWAY TENANT LLC

429 LENOX AVE TENANT LLC
430 PARK AVENUE TENANT LLC
4311 11TH AVENUE NORTHEAST
TENANT LLC
433 HAMILTON AVENUE TENANT
LLC
437 5TH AVENUE Q LLC
437 MADISON AVENUE TENANT
LLC
44 EAST 30TH STREET HQ LLC
44 MONTGOMERY STREET TENANT
LLC
44 WALL STREET HQ LLC
448 NORTH LASALLE STREET
TENANT LLC
45 WEST 18TH STREET TENANT LLC
450 LEXINGTON TENANT LLC
460 PARK AVE SOUTH TENANT LLC
460 WEST 50 NORTH TENANT LLC
4635 LOUGHEED HIGHWAY TENANT
LP
475 SANSOME ST TENANT LLC
483 BROADWAY TENANT LLC
49 WEST 27TH STREET HQ LLC
490 BROADWAY TENANT LLC
50 W 28TH STREET TENANT LLC
500 11TH AVE NORTH TENANT LLC
500 7TH AVENUE TENANT LLC
501 BOYLSTON STREET TENANT
LLC
501 EAST KENNEDY BOULEVARD
TENANT LLC
501 EAST LAS OLAS BLVD TENANT
LLC
501 EASTLAKE TENANT LLC
5049 EDWARDS RANCH TENANT
LLC
505 MAIN STREET TENANT LLC
505 PARK AVENUE Q LLC
50-60 FRANCISCO STREET TENANT
LLC
511 W 25TH STREET TENANT LLC
515 FOLSOM STREET TENANT LLC

515 N STATE STREET TENANT LLC
5161 LANKERSHIM BOULEVARD
TENANT LLC
5215 NORTH O'CONNOR
BOULEVARD TENANT LLC
524 BROADWAY TENANT LLC
525 BROADWAY TENANT LLC
53 BEACH STREET TENANT LLC
540 BROADWAY Q LLC
545 BOYLSTON STREET Q LLC
546 5TH AVENUE TENANT LLC
550 7TH AVENUE HQ LLC
550 KEARNY STREET HQ LLC
57 E 11TH STREET TENANT LLC
575 5TH AVENUE TENANT LLC
575 LEXINGTON AVENUE TENANT
LLC
5750 WILSHIRE BOULEVARD
TENANT LLC
5960 BERKSHIRE LANE TENANT
LLC
599 BROADWAY TENANT LLC
6 EAST 32ND STREET WW Q LLC
600 B STREET TENANT LLC
600 CALIFORNIA STREET TENANT
LLC
600 H APOLLO TENANT LLC
6001 CASS AVENUE TENANT LLC
601 SOUTH FIGUEROA STREET
TENANT LLC
606 BROADWAY TENANT LLC
609 5TH AVENUE TENANT LLC
609 GREENWICH STREET TENANT
LLC
609 MAIN STREET TENANT LLC
611 NORTH BRAND BOULEVARD
TENANT LLC
615 S. TENANT LLC
625 MASSACHUSETTS TENANT LLC
625 WEST ADAMS STREET TENANT
LLC
63 MADISON AVENUE TENANT LLC

65 EAST STATE STREET TENANT
LLC
650 CALIFORNIA STREET TENANT
LLC
6543 SOUTH LAS VEGAS
BOULEVARD TENANT LLC
655 15TH STREET NW TENANT LLC
655 MONTGOMERY ST TENANT LLC
655 NEW YORK AVENUE
NORTHWEST TENANT LLC
660 J STREET TENANT LLC
660 NORTH CAPITOL ST NW
TENANT LLC
6655 TOWN SQUARE TENANT LLC
67 IRVING PLACE TENANT LLC
6900 NORTH DALLAS PARKWAY
TENANT LLC
695 TOWN CENTER DRIVE TENANT
LLC
7 WEST 18TH STREET TENANT LLC
700 2 STREET SOUTHWEST TENANT
LP
700 K STREET NW TENANT LLC
700 NORTH MIAMI TENANT LLC
700 SW 5TH TENANT LLC
708 MAIN ST TENANT LLC
71 5TH AVENUE TENANT LLC
71 STEVENSON STREET Q LLC
711 ATLANTIC AVE TENANT LLC
725 PONCE DE LEON AVE NE
TENANT LLC
7272 WISCONSIN AVENUE TENANT
LLC
729 WASHINGTON AVE TENANT
LLC
7300 DALLAS PARKWAY TENANT
LLC
731 SANSOME STREET TENANT LLC
75 ARLINGTON STREET TENANT
LLC
75 E SANTA CLARA STREET
TENANT LLC
75 ROCK PLZ TENANT LLC

750 LEXINGTON AVENUE TENANT
LLC
750 WHITE PLAINS ROAD TENANT
LLC
755 SANSOME STREET TENANT LLC
756 W PEACHTREE TENANT LLC
77 SANDS TENANT LLC
77 SANDS WW CORPORATE
TENANT LLC
77 SLEEPER STREET TENANT LLC
7761 GREENHOUSE RD TENANT LLC
777 6TH STREET NW TENANT LLC
78 SW 7TH STREET TENANT LLC
8 W 40TH STREET TENANT LLC
80 M STREET SE TENANT LLC
800 BELLEVUE WAY TENANT LLC
800 MARKET STREET TENANT LLC
800 NORTH HIGH STREET TENANT
LLC
801 B. SPRINGS ROAD TENANT LLC
808 WILSHIRE BOULEVARD
TENANT LLC
820 18TH AVE SOUTH TENANT LLC
821 17TH STREET TENANT LLC
83 MAIDEN LANE Q LLC
830 BRICKELL PLAZA TENANT LLC
830 NE HOLLADAY STREET TENANT
LLC
8305 SUNSET BOULEVARD HQ LLC
8687 MELROSE AVENUE TENANT
LLC
8687 MELROSE GREEN TENANT LLC
88 U PLACE TENANT LLC
880 3RD AVE TENANT LLC
881 PEACHTREE STREET
NORTHEAST TENANT LLC
8910 UNIVERSITY CENTER LANE
TENANT LLC
90 SOUTH 400 WEST TENANT LLC
901 NORTH GLEBE ROAD TENANT
LLC
901 WOODLAND ST TENANT LLC
902 BROADWAY TENANT LLC

920 5TH AVE TENANT LLC
920 SW 6TH AVENUE TENANT LLC
9200 TIMPANOGOS HIGHWAY
TENANT LLC
925 4TH AVENUE TENANT LLC
925 N LA BREA AVE TENANT LLC
9670416 CANADA INC.
9777 WILSHIRE BOULEVARD Q LLC
980 6TH AVENUE TENANT LLC
9830 WILSHIRE BOULEVARD
TENANT LLC
99 CHAUNCY STREET Q LLC
99 HIGH STREET TENANT LLC
BIRD INVESTCO LLC
CD LOCATIONS, LLC
CITIES BY WE LLC
CLUBHOUSE TS LLC
COMMON COFFEE, LLC
COMMON DESK DAYMAKER LLC
COMMON DESK DE, LLC
COMMON DESK HOLDINGS LLC
COMMON DESK OC , LLC
COMMON DESK OPERATIONS LLC
COMMON DESK WEST 7TH, LLC
CREATOR FUND MANAGING
MEMBER LLC
EUCLID LLC
EUCLID WW HOLDINGS INC.
FIELDLENS LLC
FIVE HUNDRED FIFTH AVENUE HQ
LLC
INSURANCE SERVICES BY
WEWORK LLC
LEGACY TENANT LLC
MAILROOM BAR AT 110 WALL LLC
MISSIONU PBC
ONE GOTHAM CENTER TENANT
LLC
ONE METROPOLITAN SQUARE
TENANT LLC
PARKMERCED PARTNER LLC
PLAY BY WEWORK LLC

POWERED BY WE LLC
PROJECT CAESAR LLC
PROJECT STANDBY I LLC
PROLIFIC INTERACTIVE LLC
PXWE FACILITY & ASSET
MANAGEMENT SERVICES LLC
SOUTH TRYON STREET TENANT
LLC
SPACIOUS TECHNOLOGIES, LLC
THE HUB TENANT LLC
THE WE COMPANY MANAGEMENT
HOLDINGS L.P.
THE WE COMPANY MANAGEMENT
LLC
THE WE COMPANY MC LLC
THE WE COMPANY PI L.P.
WALTZ MERGER SUB LLC
WE RISE SHELL LLC
WE WORK 154 GRAND LLC
WE WORK 349 5TH AVE LLC
WE WORK MANAGEMENT LLC
WE WORK RETAIL LLC
WEINSURE HOLDCO LLC
WELKIO LLC
WEWORK 156 2ND LLC
WEWORK 175 VARICK LLC
WEWORK 25 TAYLOR LLC
WEWORK 261 MADISON LLC
WEWORK 54 WEST 40TH LLC
WEWORK ASSET MANAGEMENT
LLC
WEWORK BRYANT PARK LLC
WEWORK CANADA GP ULC
WEWORK CANADA LP ULC
WEWORK COMMONS LLC
WEWORK COMPANIES PARTNER
LLC
WEWORK CONSTRUCTION LLC
WEWORK HOLDINGS LLC
WEWORK INC.
WEWORK INTERCO LLC
WEWORK LA LLC

WEWORK LABS ENTITY LLC
WEWORK LITTLE WEST 12TH LLC
WEWORK MAGAZINE LLC
WEWORK REAL ESTATE LLC
WEWORK SERVICES LLC
WEWORK SPACE SERVICES INC.
WEWORK SPACE SERVICES LLC
WEWORK WELLNESS LLC
WEWORK WORKPLACE LLC
WILDGOOSE I LLC
WW 1010 HANCOCK LLC
WW 107 SPRING STREET LLC
WW 11 JOHN LLC
WW 110 WALL LLC
WW 111 WEST ILLINOIS LLC
WW 115 W 18TH STREET LLC
WW 1161 MISSION LLC
WW 120 E 23RD STREET LLC
WW 1328 FLORIDA AVENUE LLC
WW 1550 WEWATTA STREET LLC
WW 1601 FIFTH AVENUE LLC
WW 1875 CONNECTICUT LLC
WW 2015 SHATTUCK LLC
WW 205 E 42ND STREET LLC
WW 210 N GREEN LLC
WW 220 NW EIGHTH AVENUE LLC
WW 222 BROADWAY LLC
WW 2221 SOUTH CLARK LLC
WW 240 BEDFORD LLC
WW 25 BROADWAY LLC
WW 26 JS MEMBER LLC
WW 312 ARIZONA LLC
WW 350 LINCOLN LLC
WW 379 W BROADWAY LLC
WW 401 PARK AVENUE SOUTH LLC
WW 5 W 125TH STREET LLC
WW 500 YALE LLC
WW 51 MELCHER LLC
WW 520 BROADWAY LLC
WW 535 MISSION LLC
WW 555 WEST 5TH STREET LLC

WW 5782 JEFFERSON LLC
WW 600 CONGRESS LLC
WW 641 S STREET LLC
WW 718 7TH STREET LLC
WW 745 ATLANTIC LLC
WW 79 MADISON LLC
WW 81 PROSPECT LLC
WW 811 WEST 7TH STREET LLC
WW 85 BROAD LLC
WW 995 MARKET LLC
WW BROOKLYN NAVY YARD LLC
WW BUILDCO LLC
WW CO-OBLIGOR INC.
WW ENLIGHTENED HOSPITALITY
INVESTOR LLC
WW HOLDCO LLC
WW JOURNAL SQUARE HOLDINGS
LLC
WW JOURNAL SQUARE MEMBER
LLC
WW ONSITE SERVICES AAG LLC
WW ONSITE SERVICES EXP LLC
WW ONSITE SERVICES LLC
WW ONSITE SERVICES SFI LLC
WW ONSITE SERVICES SUM LLC
WW PROJECT SWIFT
DEVELOPMENT LLC
WW PROJECT SWIFT MEMBER LLC
WW VENDORCO LLC
WW WORLDWIDE C.V.
WWCO ARCHITECTURE HOLDINGS
LLC

DIRECTOR / OFFICER

ALEX CLAVEL
ANTHONY YAZBECK
DAVID TOLLEY
ELIZABETH LAPUMA
HENRY S. MILLER
KURT WEHNER
PAM SWIDLER
PAUL ARONZON

PAUL KEGLEVIC
PETER GREENSPAN
SUSAN CATALANO
VIKAS PAREKH

EQUITY HOLDERS

SB WW HOLDINGS (CAYMAN)
LIMITED
SOFTBANK
SVF ENDURANCE (CAYMAN)
LIMITED
SVF II WW HOLDINGS (CAYMAN)
LIMITED

FORMER DIRECTOR / OFFICER

ADAM NEUMANN

INSURANCE

AIG PROPERTY CASUALTY
COMPANY
AIG SPECIALTY INSURANCE
COMPANY
AIU INSURANCE COMPANY
ALLIANZ GLOBAL US RISK INS CO
AMERICAN BANKERS INS CO. OF
FLORIDA
ARCH SPECIALTY INSURANCE CO.
ARGONAUT INSURANCE CO.
BEAZLEY INSURANCE CO.
BERKLEY INSURANCE COMPANY
CANOPIUS INSURANCE SERVICES
CONTINENTAL CASUALTY CO.
CONTINENTAL INSURANCE
COMPANY
ENDURANCE AMERICAN
INSURANCE COMPANY
ENDURANCE ASSURANCE CORP.
FEDERAL INSURANCE CO.
GREENWICH INSURANCE
COMPANY
HISCOX INSURANCE CO.
ILLINOIS NATIONAL INS CO.
ILLINOIS UNION INSURANCE CO.

NATIONAL CASUALTY CO.
NATIONAL UNION FIRE INS CO
QBE INSURANCE CO.
RLI INSURANCE CO.
RSUI INDEMNITY CO.
SOMPO AMERICA INSURANCE
COMPANY
U.S. SPECIALTY INSURANCE CO.
UNDERWRITERS AT LLOYD'S
WESTCHESTER FIRE INS CO.
XL SPECIALTY INSURANCE
COMPANY
ZURICH AMERICAN INSURANCE
CO.

LANDLORDS

10 EAST 38TH STREET COMPANY,
L.L.C.
100 SUMMER OWNER LLC
101 NORTH FIRST AVE LLC
11 PARK PLACE LLC
110 WALL STREET L.P.
1100 15TH STREET, LLC
1156 APF LLC
120 EAST 16TH STREET CO. LLC
1201 TAB OWNER, LLC
130W42 OPCO LLC
1389 PEACHTREE STREET, LP
1440 BROADWAY (NY) OWNER, LLC
1450 BROADWAY, LLC
1460 LEASEHOLD SWIGHM LLC
149 FIFTH AVE. CORP
1547 9TH LLC
1619 BROADWAY REALTY LLC
1701 RHODE ISLAND INC.
17-18 MANAGEMENT COMPANY
L.L.C
177 COLORADO OWNER LLC
1814 FRANKLIN INVESTORS, LLC
183 MADISON OWNER APF LP
185 MADISON AVENUE, LLC
1900 MCKINNEY HARWOOD LLC

Schedule A

195 MONTAGUE OWNER LLC
200 PORTLAND STREET, LLC
200 SPECTRUM CENTER DRIVE LLC
2000 SIERRA POINT PARKWAY LLC,
DIAMOND MARINA LLC AND
DIAMOND MARINA II LLC
222 BROADWAY OWNER, LLC
255 SOUTH KING STREET LIMITED
PARTNERSHIP
2600 CR, LLC
270B METROPOLITAN SQUARE, LLC
2755 CANYON BOULEVARD, LLC
29 WEST MANAGER LLC
3000 S ROBERTSON PROPERTY
OWNER LLC
34 SOUTH 11TH STREET LP
36 LLC
385 FIFTH AVENUE, LLC
400 CALIFORNIA LLC
400 SPECTRUM HOLDINGS LLC
408 BWAY REALTY LLC
44 WALL STREET HOLDINGS LP
448 NORTH LASALLE, LLC
490 LOWER UNIT LP
500 FIFTH AVENUE (NEW YORK)
LLC
500-512 SEVENTH AVENUE LIMITED
PARTNERSHIP
520 BROADWAY OWNER, LLC
54 WEST 40TH REALTY LLC
550 STEWART ACQUISITION LLC
575 LEX PROPERTY OWNER, L.L.C.
599-6 LLC
600 B STREET SAN DIEGO OWNER,
LLC
600 CALIFORNIA OWNER LLC
6001 CASS LLC
625 MASS AVE OWNER, LLC
625 W. ADAMS, LLC
655 NEW YORK LLC
6E32 FEE OWNERS LLC
711 ATLANTIC AVENUE COMPANY,
LLC

79 MADISON LLC
800 MARKET STREET, LLC
800 N HIGH INVESTMENTS, LLC
AAA NORTHEAST
AAT LLOYD DISTRICT, LLC
AB 40TH STREET LLC
ABNER PROPERTIES COMPANY
AG REDSTONE OWNER, L.P
AG-LC WARNER CENTER PHASE IV
OWNER, L.P.
AGRE WILLIAMS SQUARE
HOLDINGS, LLC
AL 511 WEST 25TH STREET OWNER,
LLC
AMCO 120 WEST TRINITY
AP THE HILL OWNER, LLC
AP VICTORY PARK, LP
APF 28 WEST 44 OWNER LP
ASANA PARTNERS FUND III REIT 1
LLC
BA1 2201 BROADWAY LLC
BCAL 44 MONTGOMERY PROPERTY
LLC
BCAL GATEWAY PROPERTY LLC
BCSP 330 NORTH WABASH
PROPERTY LLC
BCSP 515 NORTH STATE STREET
LLC
BCSP 8 600 PROPERTY, L.P.
BCSP CIRCA PROPERTY LLC
BCSP CROSSROADS PROPERTY LLC
BCSP DENVER PROPERTY LLC
BDN 1900 MARKET OWNER LLC
BELLEVUE PLACE OFFICE, LLC
BELVEDERE PLACE JV LLC (DBA
BELVEDERE PLACE PROPERTY
OWNER LLC)
BLOCK YOUNGER, LLC
BNY TOWER ASSOCIATES LLC
BROADWAY CONTINENTAL CORP.
BSREP II SJ TOWERS LLC
BSREP LLL ORION V REIT LLC

BXP MADISON CENTRE I LLC AND
BXP MADISON CENTRE II LLC
BXP MISSION 535 LP
C&A 483 BROADWAY LLC
CA 5-15 WEST 125TH LLC
CAB BEDFORD LLC
CAPITOL CROSSING I LLC
CAPITOL VIEW JV-E, A TENNESSEE
GENERAL PARTNERSHIP
CCP/MS SIII DENVER TABOR
CENTER 1 PROPERTY OWNER LLC
CENTRAL PLACE OFFICE, L.L.C.
CHEVY CHASE, LLC
CIO BLOC 83, LLC
CIO BLOCK 23, LLC
CIVIC CENTER OWNER, LLC
CLDN NY LLC
CLEARFORK RETAIL VENTURE, LLC
COLLEGE PARK COWORKING, LLC
COLUMBIA REIT - 650 CALIFORNIA,
LLC
CONSTELLATION PLACE, LLC
COUSINS 725 PONCE LLC
COUSINS RAILYARD LP
CP 1875K STREET LLC
CP 7272 WISCONSIN AVENUE LLC
CP/IPERS SEATTLE, LLC
CR-CHICAGO 125 SOUTH CLARK
STREET, LLC
CSHV 1600 7TH AVENUE, LLC
CSHV 615 COLLEGE. LLC
CT021 ACQUISITIONS II LLC
CV LATITUDE 34, LLC
CZ PROPERTIES LLC
DATAMINR INC.
DOMAIN NORTHSIDE OFFICE
PROPERTY OWNER, LP
DOUGLAS EMMETT 2014, LLC
DOUGLAS RICARDO MOORE
DP LEASEHOLD (ILLINOIS) LLC
DTRT 1449 WOODWARD LLC
DTS OFFICE HOLDINGS, LLC

DWF V 311 W 43RD, LLC
EIB STUDIO SQUARE LLC
EMBARCADERO CENTER
ASSOCIATES
EPIC LAFAYETTE STREET LLC
ESPLANADE OWNER LLC
F1 STEVENSON, LLC
FAIRWAY EAST KENNEDY OWNER,
LLC
G.S. 505 PARK, LLC
GATEWAY PROPERTY OWNER, LLC
GEARY-STOCKTON REALTY, LLC
GIRALDA COMPLEX LLC
GIRALDA PB LLC
GRE-F 222 KEARNY FEE, LLC AND
GRE-F 222 KEARNY LEASEHOLD,
LLC
GSJC MASTER LESSEE, L.L.C
GT RP HALCYON, LLC
GW PROPERTY SERVICES LLC
HANCOCK S-REIT SACRAMENTO
LLC
HCG BLOCK 69 LP
HERALD SQUARE OWNER LLC
HL CHAMPION HOLDING
COMPANY, LLC
HSRE-PORTMAN TECH SQUARE,
LLC
HUDSON 1003 4TH PLACE, LLC
HUDSON 1099 STEWART STREET,
LLC
HUDSON 1455 MARKET STREET,
LLC
HUDSON 405 MATEO LLC
INNOVATION POINTE ONE LLC
INNOVATION POINTE TWO, LLC
INTERLOCK ATLANTA, LLC
INTERNATIONAL PLAZA
ASSOCIATES LP.
IQHQ-AVENTINE WEST, LP
J.G. CAPITAL HILL, LLC
JACK VOGEL ASSOCIATES

JOHN HANCOCK LIFE INSURANCE
COMPANY
JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION
JPPF WATERFRONT PLAZA, L.P.
KATO INTERNATIONAL LLC
KBSIII 201 SPEAR STREET, LLC
KBSIII LEGACY TOWN CENTER, LLC
KRE SUMMIT 1, 2, OWNER LLC
L. CHARNEY 1410 BROADWAY, LLC
LAKESHORE LAND LESSEE PT LLC
LBA RV - COMPANY IX, LP
LEGACY WEST INVESTORS, LP
LENOX 429 AVENUE INC.,
LF GRAMERCY PROPERTY CO., LLC
LF GREENWICH LLC
LHREV AUSTIN UNIVERSITY PARK,
L.P.
LIC SITE B-1 OWNER, L.L.C.
LINCOLN STREET PROPERTY
OWNER, LLC
LORE BCA 2120 L.P. (DBA
LIONSTONE INVESTMENTS)
LS2 OFFICE, LLC
LVA4 ATLANTA COLONY SQUARE,
L.P.
MADISON AVENUE LEASEHOLD
LLC
MADISON-OFC 5161 CA LLC
MAGUIRE PROPERTIES-555
W.FIFTH, LLC
MARKET HOLDINGS COMPANY,
LLC
MAYORE ESTATES LLC AND 80
LAFAYETTE ASSOCIATES LLC
MC 19 EAST HOUSTON LLC
MC 71 FIFTH AVENUE REALTY LLC
MCGAVOCK PIKE PARTNERS, GP
MEPT 475 SANSOME STREET LLC
MET TOWER OWNER, LLC
MSI HOLYOKE LLC
MT BACK BAY ONE LLC
NAMOR REALTY COMPANY L.L.C

NP 18TH & CHET, LLC
NW 524 SOHO LLC
OBS REIT, LLC
OCC COMMERCIAL LLC
OLIVE/HILL STREET PARTNERS,
LLC
ONE TOWN CENTER ASSOCIATES
ONNI BRAND LIMITED
PARTNERSHIP
ONNI MANHATTAN TOWERS LP
PACIFIC DESIGN CENTER 1, LLC
PACIFIC RED, LLC
PARK 430 OPERATING COMPANY,
LLC
PARK PLACE ASSOCIATES
PIAZZA PARTNERS I LP
PIEDMONT 1155 PCW, LLC
PIEDMONT OFFICE REALTY TRUST
PONTE GADEA BISCAYNE, LLC
POWER & LIGHT BUILDING LLC
POWER HOUSE TSSP, LLC
PROMENADE GATEWAY, L.P.
QUARRY OAKS OWNER LP
RAR2 – 222 SOUTH RIVERSIDE, LLC
REDWOOD NEBRASKA, L.P
RESNICK 255 GREENWICH, LLC
RESNICK SEAPORT LLC
RFM-KTB CSQ PROPCO, LLC
RFR/K 77 SANDS OWNER LLC
RIVERPARK TOWER I OWNER LLC
ROC-FIFTH AVENUE ASSOCIATES,
LLC
RONBET 40TH STREET LLC
RONBET 437 LLC
RXR 620 MASTER LESSEE LLC
RXR ATLAS LLC
SDL PARTNERS, LTD.
SEAPORT B/C RETAIL OWNER LLC
SFIII 1111 BROADWAY, LLC
SOF-DEARBORN, L.P.
SOF-XI PCT SINGLE TOWER OWNER,
L.L.C.

Schedule A

SOHO AOA OWNER, LLC
SOMERA ROAD - 1100 MAIN
STREET, LLC
SUNDANCE EAST PARTNERS, L.P.
SUNSET NORTH OWNER LLC
SUNSET PARK HOLDINGS, LLC
SVF CRITERION SANTA MONICA
CORPORATION
T-C 33 ARCH STREET LLC
T-C 501 BOYLSTON STREET LLC
TEACHERS INSURANCE AND
ANNUITY ASSOCIATION OF
AMERICA FOR THE BENEFIT OF ITS
REAL ESTATE ACCOUNT
TERMINUS VENTURE T100 LLC
THE BUILDING AT 575 FIFTH OFFICE
OWNER LLC
THREE GALLERIA OFFICE
BUILDINGS, LLC
TMG 1333 NEW HAMPSHIRE AVE,
LLC
TMG 800 K STREET, L.L.C.
TPL PROPERTY OWNER, L.P.
TRANEL 1 LLC
TRANSBAY TOWER LLC
TRINITY CENTRE LLC
TRINITY HUDSON HOLDINGS, LLC
TYH DEVELOPMENT COMPANY LLC
UNICO 250 EAST 200 SOUTH TOWER
LLC
UNICO ONE NASHVILLE PLACE LLC
UNION INVESTMENT REAL ESTATE
GMBH
UNION SQUARE ASSOCIATES, LLC
UNITARIAN UNIVERSALIST
ASSOCIATION
UNITED STATES POSTAL SERVICE
UPD 729 WASHINGTON LLC
US VI 2 BRICKELL, LLC
VANDERGRAND PROPERTIES CO.,
L.P.
VBG 990 AOA LLC
W AND S PROPERTIES, LLC

WALBER 419 COMPANY LLC AND
419 PARK AVENUE SOUTH
ASSOCIATES LLC
WALSAM 130 MAD LLC
WALSAM TWENTY-NINE COMPANY
WAR HORSE GOLDEN GATE LLC
WASSERSTEIN ENTERPRISES L.L.C.
WATERMARK TEMPE I, LLC
WEGWEISER AND EHRLICH LLC
WELLS REIT II - 80 M STREET, LLC
WEST 18TH STREET VENTURE, LLC
WEST 36 TT, LLC
WEST 45 APF LLC
WESTVIEW ON 12TH - ARC LLC
WOHIO HOLDING INC.
W-SF GOLDFINGER OWNER VIII,
L.L.C.
WYNWOOD DS, LLC

LEASE GUARANTEES

1001 DOMINION SQUARE
MANAGEMENT INC.
1001 WEBWARD MASTER TENANT
LLC
120MG JERSEY LIMITED
130 WOOD STREET TRUSTEES
LIMITED
2015 MAIN PARTNERSHIP
221 W. 6TH STREET (TX) OWNER,
LLC
2211 MICHELSON HOLDINGS, LLC
460 PARK AVENUE SOUTH
ASSOCIATES LLC
58508 ALBERTA LTD.
77 LEADENHALL LIMITED
801 BARTON SPRINGS OWNER LLC
85 BROAD STREET PROPERTY
OWNER LLC
881 PEACHTREE STREET, LLC
A + E IMMOBILIENVERWALTUNGS
GMBH & CO. KG
A&A UKI THREE LIMITED
AB METRO PROPERTIES LTD

ADMINISTRADORA JOCKEY PLAZA
SHOPPING CENTER S.A.
AFIAA 125 WEST 25TH STREET, LLC
AG BELTANE 33 QUEEN B.V.
AGLM IMMO
ALDWYCH INVESTMENTS LIMITED
ALESE S.A.C.
ALIDA
GRUNDSTUCKSGESELLSCHAFT
MBH & CO. KG
ALLIANZ LEBENSVERSICHERUNGS-
AKTIENGESELLSCHAFT
ALLIANZ PRIVATE
KRANKENVERSICHERUNGS-
AKTIENGESELLSCHAFT
ALLIANZ S.P.A.
AMAZONIA ADMINISTRACAO E
LOCACOES LTDA.
AMF PENSIONSFOERSAKRING AB
AMUNDI RE ITALIA SGR S.P.A
ARCHLANE LIMITED
ARRENDADORA NEST, S.A. DE C.V.
ATIM UNIVERSITE SCI
ATRIUM NORTH TOWER B.V.
AVENIDA CAPITAL DE COLOMBIA
S.A.S
AVIVA LIFE & PENSIONS UK
LIMITED
BANCA MIFEL, S.A., MULTIPLE
BANKING INSTITUTION, TRUST
DIVISION,
BANCA MIFEL, SOCIEDAD
ANONIMA, INSTITUCION DE BANCA
MULTIPLE,
BANCO ACTINVER
BANCO ACTINVER, S.A.
BANCO ACTINVER, S.A.,
INSTITUCION DE BANCA MULTIPLE
BANCO MONEX, S.A., INSTITUCION
DE BANCA MULTIPLE, MONEX
GRUPO FINANCIERO
BENTALL KENNEDY (CANADA) LP
BH CENTRE HEAD CORP.

BICE VIDA COMPAÑIA DE SEGUROS
S.A.
BOTANIC BUILDING NV
CAPITAL & COUNTIES CG LIMITED
AND CAPITAL & COUNTIES CG
NOMINEE LIMITED
CBD ONE PTY LTD
CEDAR REAL ESTATE
INVESTMENTS PLC
CENTENARIO RENTA
IMMOBILIARIA S.A.C.
CENTRO COMERCIAL PUNTO SUR,
S.A.P.I. DE C.V.
CETZA TRUSTEES S1 LIMITED AND
CETZA TRUSTEES S2 LIMITED AS
TRUSTEES OF 1 SPINNINGFIELDS
UNIT TRUST
CG CUTLERS GARDENS (JERSEY)
LIMITED AND CG CUTLERS
GARDENS (JERSEY) 2 LIMITED
CIBANCO, S.A.
CIBANCO, S.A.,
CIBANCO, SOCIEDAD ANONIMA,
INSTITUCION DE BANCA MULTIPLE
CIO TERRACES, LLC
CMSREUK MOORGATE PROPCO
LIMITED
COLISEE RE
COMMERZ REAL
INVESTMENTGESELLSCHAFT MBH
CORDOVA II EQUITIES INC.
COREF SPENCER PROPERTY PTY
LIMITED
CORPORATIVO PLAZA DEL
PARQUE, S.A DE C.V.
CORRIGAN STATION, LLC
CORUM EURION SCPI
COSTA E OLIVEIRA PARTICIPACOES
LTDA
CRYSTAL REALTY 1 S.A.C.
DAISHIN SECURITIES CO., LTD.
DAISHO CO LIMITED
DAME PLAZA PROPERTY TRADING
DAC

DCV BERLIN-MITTE GMBH & CO.
 KG
 DELLIA INVESTMENTS - PROJEKT
 ECHO - 115 SPOLKA Z
 OGRANICZONA
 DEO BELGIUM 2 SRL
 DEREIF DUBLIN HARCOURT ROAD
 S.A.R.L.
 DESARROLLOS P. HIERRO, S.A. DE
 C. V
 DEUTSCHE BANK MEXICO, S. A.
 DEUTSCHE BANK MEXICO,S.A.
 DEXUS CPA PTY LTD & CBUS
 PROPERTY 5 MARTIN PLACE PTY
 LIMITED
 DEXUS WHOLESALE
 MANAGEMENT LIMITED
 DIXCITY REAL ESTATE, S.A.
 DREAM OFFICE LP
 DRN, S.R.O
 DUNNHUMBY LIMITED
 EASTCHEAP LUXEMBOURG S.A.R.L
 EDISSIMMO AND RIVOLI AVENIR
 PATRIMOINE
 EL ROSAL TRUST FUND
 ELDON STREET LIMITED
 ELEMENTUM SCS
 ELISABETH HOUSE NOMINEE NO.1
 LIMITED AND ELISABETH HOUSE
 NOMINEE NO.2 LIMITED
 ELLPA PARTICIPACOES
 PARTRIMONIAIS E EMPRESARIAIS
 LTDA.
 ENGAGE INVERSIONES 2014, S.L.
 EPGF (NL) AMSTERDAM
 COOPERATIVE U.A.
 EPIC (GENERAL PARTNER RUSSEL
 SQUARE) LIMITED AND EPIC
 NOMINEES (RUSSELL SQUARE)
 LIMITED
 EUROPEAN MEDICINES AGENCY
 EUROPEAN PROPERTY LUX
 ACQUICO 3 S.A.R.L.,
 FADE PROMOCIONES, S.A. DE C.V.

FIDEICOMISO ARRIENDOS Y
 CONCESIONES OFI 7 LA FRANCA
 FIDEICOMISO ARRIENDOS Y
 CONCESIONES OFI 7 - II
 FIDEICOMISO DE ACTIVIDADES
 EMPRESARIALES NUMERO F/4143
 FIDEICOMISO FLORMORADO
 PLAZA
 FIDEICOMISO MASTER 8111
 FIDEICOMISO OFICINAS WEWORK
 ATLANTICA
 FIDEICOMISO PATRIMONIO
 AUTONOMO TORRE ACONSTRUIR
 FIDEICOMISO TORRE CALLE 100
 FIFE Y&G PTY LIMITED
 FOCHEONG PTY LTD
 FONDO DE CAPITAL PRIVADO
 FONDO INMOBILIARIO COLOMBIA
 FUNDO DE INVESTIMENTO
 IMOBILIARIO – FII TORRE
 ALMIRANTE
 FUNDO DE INVESTIMENTO
 IMOBILIARIO - FII TORRE NORTE
 FUNDO DE INVESTIMENTO
 IMOBILIÁRIO - FII TORRE NORTE
 FUNDO DE INVESTIMENTO
 IMOBILIARIO JK D - FII
 FUNDO DE INVESTIMENTOS
 IMOBILIARIOS MULTI RENDA UR
 FUNDO DE INVESTIMENTOS
 IMOBILIARIOS MULTI RENDA
 URBANA
 FUNDO DE INVESTMENTO
 IMOBILIARIO - FII PRIME
 PORTIFOLIO
 FUNDO DE INVESTMENTO
 IMOBILIARIO TM-FII
 GAIA REALIZACOES IMOBILIARIAS
 LTDA
 GALEWOOD LIMITED
 GAMMA SUDAMERICANA S.A.
 GAZPROM GERMANIA GMBH
 GC 123 BPR LTD
 GECITER
 GENERALI REAL ESTATE SGR S.P.A.

GJP BOSSA NOVA
EMPREENDIMENTOS S.A.
GODO KAISHA MINORI
INVESTMENT
GORSUCH STREET DEVELOPMENT
LIMITED
GPT FUNDS MANAGEMENT
LIMITED
GPT FUNDS MANAGEMENT
LIMITED AND THE TRUST
COMPANY (RE SERVICES) LIMITED
GRANDLAND MANAGEMENT LTD.
AND 1045 HOWE STREET HOLDINGS
LTD.
GRUNWALDER GRUNDVERMOGEN
GMBH
GRUPO ACCIONARIO COLORADO,
S.A. DE C.V.
GRUPO CATALANA OCCIDENTE
ACTIVOS INMOBILIARIOS S.L.U.
GRUPO CATALANA OCCIDENTE
ACTIVOS INMOBILIARIOS SL
(B66672544)
GRUPO PATIO OFICINAS S.A.C.
GTIS ATILIO INNOCENTI
EMPREENDIMENTOS LTDA.
HAAKON VIIS GATE 5 HOLDING AS
HALIFAX PENSION NOMINEES
LIMITED
HANA PROPERTY S.A.R.L
HANSEF PROPCO GMBH
HBR 1 - INVESTIMENTOS
IMOBILIARIOS LTDA.
HEINZ BOSE IMMOBILIEN
VERWALTUNGS GBR
HESA 112 INVESTIMENTOS
IMOBILIARIOS LTDA
HESA 37 - INVESTIMENTOS
IMOBILIARIOS LTDA
HGHI SCHULTHEISS QUARTIER
GMBH & CO. KG
HOOPP REALTY INC., 6763332
CANADA INC. AND 8440 CAMBIE
NOMINEE CORP.
HPREF IRELAND (GEORGES QUAY
AND COURT) DAC

HUDSONS BAY COMPANY ULC
HULLMARK (230-240 RICHMOND) LP
ILSONG PRIVATE QUALIFIED
INVESTORS REAL ESTATE
INVESTMENT COMPANY
IMOTUR - FUNDO ESPECIAL DE
INVESTIMENTO IMOBILIARIO
FECHADO
INMOBILIA NIVEL CINCO CERO
DOS, S.A. DE C.V.
INMOBILIARIA PUENTE LIMITADA
INMOBILIARIA VALLE DE
COLORINES, S.A. DE C.V
INVERSIONERS CENTRO SUR S.A.
INVERSIONES MONTANEL S.A.S
IRISH LIFE ASSURANCE PLC
IVANHOÉ CAMBRIDGE INC. - PVM
JAMES MONROE
KANJI INVESTMENT CORPORATION
KARREV (RESERVE) LTD
KINEA INVESTIMENTOS LTDA.
KINGBOARD MOOR PLACE S.A.R.L
KINGSCLUB DEVELOPMENT INC.
KS SP NOMINEE INC., ARI SP
NOMINEE INC., KS SP1 NOMINEE
INC., AND ARI SP1 NOMINEE INC.
LA375 WW, S.A. DE C.V.
LAFFITE PIERRE
LANDINGS 2 PROPCO SARL
LAURELGROVE LIMITED
LCM EU INVESTMENT 1 S.A R.L
LENDINVEST SECURE TRUSTEES
LIMITED
LENDLEASE (DARAMU HOUSE) PTY
LTD
LIBERCORNER S.A.
LIBERTY MARKET BUILDING TWO
LP
LIFETIME ADELAIDE STREET INC.
LINK PROPERTIES INVESTIMENTOS
IMOBILIARIOS LTDA.
LORO PIANA S.P. A
LUX EUROPA III S.A R.L.

LV-PATIO RENTA INMOBILIARIA III
SPA
M&G LIMITED
MAPLESTONE LIMITED
MARBLE RANGE LIMITED
MARKET PLACE TORRES LTDA.
MARKS AND SPENCER P.L.C.
MENNICA TOWERS GGH MT
SPOLKA Z ORGANICZONA
ODPOWIEDZIALNOSCIA S.K.A
MMG PROPERTIES LIMITED
MOZAIC EAST LLC
MPG ST KATHERINE NOMINEE
LIMITED AND MPG ST KATHARINE
NOMINEE TWO LIMITED
NEW ROMAN HOUSE LIMITED
NORTH WEST HOUSE ONE
GUERNSEY PTC LIMITED AND
NORTH WEST HOUSE TWO
GUERNSEY PTC LIMITED
NPS 3 PROPCO S.A.R.L.
O&R LIMITED
OLD STREET (JERSEY) 1 LIMITED
AND OLD STREET TRUSTEE
(JERSEY) 2 LIMITED
OLD STREET TRUSTEE (JERSEY) 1
LIMITED
OLD STREET TRUSTEE (JERSEY) 1
LIMITED AND OLD STREET
TRUSTEE (JERSEY) 2 LIMITED
OMERS REALTY CORPORATION
OOO KVARTAL 674-675
OPERA ITALIENS SNC
OSKAR 20 GMBH & CO. KG
PAM CONNECTA TRUST
PARHAUS
PARNASSUS TOWER B.V
PATRIZA OVAL LIMITED
PEA GREEN OWNER LLC
PERRON INVESTMENTS PTY LTD
(PERRON)
PF GRAND PARIS
PH RETAIL ADVISORS, S. DE R.L. DE
C.V.

PNBJ IV LIMITED
PORTLAND ADMINISTRADORA
FIDUCIARIA S.A.
POTSDAMER PLATZ C1 S.A.R.L
PREDIAL JM IMOBILIARIA E
PARTICIPACOES S/A
PROPERTY CHANCERY (UK)
LIMITED
PRUDENTIAL SERVICES LIMITED
REFEP SPAIN I, S.L.
RICARDO ELÍAS GARBER
RIO TINTO EUROPEAN HOLDINGS
LIMITED
S.C.I. LF MAILLOT 2000
SAMSUNG SRA ASSET
MANAGEMENT CO., LTD.
SAS JULES LEFEBVRE
SBP 2 S.A.R.L
SCI GRE PANEU COEUR MARAIS
SCI LE FRANCE
SCI NEW YORK FRESNEL
SCI STRESEMANN
SCI TRUDAINÉ
SHAPE BRENTWOOD LIMITED
PARTNERSHIP, BRENTWOOD
TOWNCENTRE LIMITED
PARTNERSHIP AND 0862223 B.C.
LTD.
SOCIEDAD AGRÍCOLA Y DE
INVERSIONES CUATRO ROBLES SPA
SOCIETE IMMOBILIERE CAMONT
INC
SOF-11 PROPCO 13 GBP S.A R.L
SOF-11 SBC PROPCO S.A.RL.
SOLIDUS S/A CORRETORA DE
CAMBIO E VALORES MOBILIARIOS
SRI ELEVEN MINNEAPOLIS 225 LLC
STAFE 505 WW, S.A. DE C.V.
STENA REALTY B.V.
SUTTON INVESTMENT GROUP
LIMITED
SWISS LIFE ASSET MANAGERS
FRANCE
TAKAMI SPACE SP. Z O.O.

THE HOSPITALS CONTRIBUTION
FUND OF AUSTRALIA LIMITED
THE MANUFACTURERS LIFE
INSURANCE COMPANY
THE NATIONAL FARMERS UNION
MUTUAL INSURANCE SOCIETY
LIMITED
THE PRUDENTIAL ASSURANCE
COMPANY LIMITED
THE ROYAL LONDON MUTUAL
INSURANCE SOCIETY LIMITED
THE STAGE SHOREDITCH (OFFICE
NORTH) GP LIMITED
THE STAGE SHOREDITCH (OFFICE
SOUTH) NOMINEE LIMITED
THE TRUST COMPANY
(AUSTRALIA) LIMITED
THE TRUST COMPANY
(AUSTRALIA) LIMITED ACN 000 000
993 AS TRUSTEE
THE TRUST COMPANY LIMITED
ATF THE LAV AUSTRALIA SUB
TRUST 1
THREADNEEDLE PENSIONS
LIMITED
TISHMAN SPEYER JUNGHOF GMBH
& CO. KG
TJUVHOLMEN ALLE 1-5 AS
TOKYU LAND COROPORATION
TOWER NOMINEES NO.1 & NO. 2
JERSEY LIMITED
TRIMONT REAL ESTATE ADVISORS,
U.K., LTD
TRUE SECURITIZADORA S.A.
TRUSTOR TORRE CALLE 100
TS Q207 S.A R.L.
UI 55 COLMORE ROW LIMITED
UNIVERSAL-INVESTMENT-
GESELLSCHAFT MBH
UPPER WEST IMMOBILIEN GMBH &
CO. KG
URBANISMO Y CONSTRUCCION, S.L
VALUE INVEST IMMO #2
VINCI OFFICES FUNDO DE
INVESTIMENTO IMOBILIARIO SA

VREF CHARLEMONT
VREF SHAFTESBURY SCS
WALLARKADEN BETEILIGUNGS
GMBH & CO. KG
WARSCHAUER PLATZ
ENTWICKLUNGSGESELLSCHAFT
MBH
WAW CED SP. Z O.O.
WEST PENDER II LP AND OPTRUST
WEST PENDER INC. AND 1090
PENDER PROPERTIES LTD.
WESTLNVEST GESELLSCHAFT FUR
INVESTMENTFONDS MBH
WESTMINISTER MEARD STREET
LIMITED
WITTING TON INVESTMENTS
(PROPERTIES) LIMITED
YANG HYEON CHUN
YUKON CAPITAL, S.L.U
ZIREF LUX NETHERLANDS 2
S.A.R.L.

LITIGATION

1814 FRANKLIN INVESTORS, LLC
2420 17TH STREET LLC
260-261 MADISON AVENUE LLC
400 CALIFORNIA, LLC
AL 511 WEST 25TH STREET OWNER,
LLC
ALEJANDRO JIMENEZ
ALEX OLIVERA ARTEAGA
ALEXANDER DEPAZ
ALEXANDRIA FITZGERALD
ANGEL JAVIER
ANGEL TIPAN
APOLLO GREEN
ARLIN G. SANCHEZ MONTILLA
BARDHUL MYFTARI
BASTION COLLECTIVE
BASTION ELEVATE LLC
BASTION RARE, LLC
BERNARDO CASTRO
BERSI RODRIGUEZ

BISERA NIKOCEVIC
BOBAK EMAMIAN
BRITTNEY SMITH
BUTRIM HOTI
CARLOS RUIZ JR
CITY OF DETROIT
COGNOVI LABS, INC.
CP1875 K STREET LLC
CR-CHICAGO 125 SOUTH CLARK
STREET LLC
CRISTHIAN MARIDUENA
CT021 ACQUISITIONS II LLC
CTO REALTY GROWTH, INC.
DARWIN CAMPOVERDE
DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
DEVON GEORGE
DEYSI BARZALLO
DOUGLAS AVELLANEDA
DOUGLAS CHERTOK
DP LEASEHOLD (ILLINOIS), LLC
DWF
EMMANUEL LOPEZ VERAS
ENRIQUE GUANGA
EXPRESS, LLC
FELIX RONALDO MORAGA
FERNANDO MELGAREJO
FERNANDO TIBURCIO
FINTAN MCKENNA
FREDDY ALVAREZ
GENRY JAROL GIL CASTRO
GEORGE ADAMS
GEORGE INVESTMENT PARTNERS
LP
HASSAN EMAMIAN
HECTOR VILLEGAS
HEIDI BOGDAN
HORACIO LUCIANO ALONSO
CORTES
HUGO TORRES
INDIGO GROUP INC
JAIME CHANGO

JAMES WONHOF
JAMIYLA RUIZ
JC ELITE CONSTRUCTION
SERVICES, LLC
JOHN WALSH
JORGE P. BRAVO
JOSE BARCIA
JOSE LOPEZ LOJA
JOSE POLANCO
LAKESHORE LAND LESSEE PT LLC
LAUREL HILBERT
LUIS ENRIQUE PONCE CANELAS
MARIA LOURDES PEREZ
MCP HUB I PROPERTY, LLC
MELISSA MCCAIG-WELLS
MICHAEL DEMASI
MICHAEL MILLER
MICHAEL WELLS
MIKIE VALDEZ
NEW ANGEL CAPITAL, LLC
PARKMERCED INVESTORS, LLC
Q GLOBE
REYNA AMAYA
RICARDO SOLORZANO
ROBERT D BECKER
ROBERT HALL
RYAN HERTICH
SARAH AUSTIN
SEC ENFORCEMENT DIVISION
SERGIO RAMIREZ
SHAREHOLDER REPRESENTATIVE
SERVICES LLC
SHIRLEY GUZMAN
SONLLY ARREDONDO
SUSAN C WARNOCK
THE LAW OFFICES OF MICHAEL S.
LAMONSOFF
THIRTEENTH FLOOR GROUP LLC
TPL PROPERTY OWNER, L.P.
UNITED STATES ATTORNEY
GENERAL, SOUTHERN DISTRICT OF
NEW YORK

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION
WARHORSE GOLDEN GATE, LLC

NON-DEBTOR AFFILIATES

1 AMERICA SQUARE Q TENANT
LIMITED
1 ARIEL WAY TENANT LIMITED
1 GEORGE'S QUAY TENANT
LIMITED
1 LLOYD'S AVENUE TENANT
LIMITED
1 LOCATELLIKADE Q B.V.
1 MARK SQUARE TENANT LIMITED
1 POULTRY TENANT LIMITED
1 ST KATHARINE'S WAY TENANT
LIMITED
1 ST PETER'S SQUARE TENANT
LIMITED
1 SUSSEX STREET PTY LTD
1 WATERHOUSE SQUARE TENANT
LIMITED
10 EAST ROAD TENANT LIMITED
10 FENCHURCH AVENUE TENANT
LIMITED
10 HAZEREM STREET TENANT LTD
100 HARRIS TENANT PTY LTD
101 KARL-MARX-STRASSE TENANT
GMBH
10-12 RUSSELL SQUARE Q LIMITED
11 NEUE BAHNHOFSTRASSE Q GMBH
11 SPITTELMARKT TENANT GMBH
114 EAST 4TH AVENUE TENANT LP
119 MARYLEBONE ROAD TENANT
LIMITED
12 HAMMERSMITH GROVE TENANT
LIMITED
12 MOORGATE TENANT LIMITED
120 MOORGATE TENANT LIMITED
120 OLD BROAD ST Q LIMITED
120 SPENCER STREET PTY LTD
123 BUCKINGHAM PALACE ROAD
TENANT LIMITED

123 EAGLE STREET TENANT PTY
LTD
123 SCHÖNHAUSER ALLEE TENANT
GMBH
125 KINGSWAY TENANT LIMITED
125 SHAFTESBURY TENANT
LIMITED
130 WOOD STREET TENANT
LIMITED
131 FINSBURY PAVEMENT TENANT
LIMITED
133 HOUNDSDITCH TENANT
LIMITED
14-16 GREAT CHAPEL TENANT
LIMITED
142 OLD STREET Q TENANT
LIMITED
142 WARDOUR STREET TENANT
LIMITED
144 MENACHEM BEGIN TENANT
LTD.
146 DERECH MENACHEM BEGIN
TENANT LTD.
15 BISHOPSGATE TENANT LIMITED
15 HERZOGSTRASSE TENANT GMBH
150 9 AVENUE SOUTHWEST
TENANT LP
152 SAINT GEORGES TERRACE PTY
LTD
155 TOWNSEND ST Q TENANT
LIMITED
16 EFAL TENANT LTD.
16 HELKIKEY HA'OR TENANT LTD
160 SHELBOURNE ROAD Q LIMITED
161 CASTLEREAGH STREET PTY
LTD
165 FLEET STREET TENANT
LIMITED
17 ST HELEN'S PLACE TENANT
LIMITED
184 SHEPHERDS BUSH ROAD
TENANT LIMITED
19 SCHILLERSTRASSE TENANT
GMBH
192 ANN STREET TENANT PTY LTD

2 EASTBOURNE TENANT LIMITED
2 MINSTER COURT TENANT LIMITED
2 SOUTHBANK TENANT LIMITED
20 HEINRICH-HEINE-ALLEE TENANT GMBH
20 ROTHERSTRASSE TENANT GMBH
207 OLD STREET TENANT LIMITED
21 SOHO SQUARE TENANT LIMITED
22 LONG ACRE TENANT LIMITED
222 EXHIBITION ST PTY LTD
23 SCHOCKEN STREET TENANT LTD
242 PRENZLAUER ALLEE TENANT GMBH
25 K STREET PTY LTD
25 TURMSTRASSE TENANT GMBH
26 HATTON GARDEN TENANT LIMITED
260 QUEEN STREET PTY LTD
28-42 BANNER STREET Q LIMITED
3 ALUF KALMAN MAGEN TENANT LTD.
3 CUVRYSTRASSE TENANT GMBH
3 WATERHOUSE SQUARE TENANT LIMITED
30 CHURCHILL PLACE TENANT LIMITED
30 IBN GABIROL TENANT LTD.
31 HANDELSSTRAAT TENANT
32 KING GEORGE TENANT LTD.
320 PITT STREET PTY LTD
33 BLOOR STREET EAST TENANT LP
33 Q STREET TENANT LIMITED
33 RUE LA FAYETTE TENANT SAS
333 GEORGE STREET PTY LTD
345 BOURKE STREET TENANT PTY LTD
35 KALVEBOD BRYGGE TENANT APS
37 SHAUL HAMELECH BOULEVARD TENANT LTD
38 CHANCERY LANE TENANT LIMITED

383 GEORGE STREET TENANT PTY LTD
4 MAALE HASHICHRUR TENANT LTD
4 SINT-LAZARUSLAAN TENANT
40 RUE DU COLISÉE TENANT SAS
40 TUVAL TENANT LTD.
401 COLLINS STREET TENANT PTY LTD
41 BLACKFRIARS ROAD TENANT LIMITED
42 CHARLEMONT STREET TENANT LIMITED
424 FIFTH AVENUE HOLDINGS LLC
424 FIFTH AVENUE JUNIOR HOLDINGS LLC
424 FIFTH AVENUE LLC
424 FIFTH AVENUE SENIOR HOLDINGS LLC
45 HAATZMAUT TENANT LTD.
5 HARCOURT ROAD TENANT LIMITED
5 MARTIN PLACE TENANT PTY LTD
5 MERCHANT SQUARE TENANT LIMITED
50 MILLER STREET PTY LTD
500 BLOOR STREET WEST TENANT LP
50-60 STATION ROAD TENANT LIMITED
51 EASTCHEAP TENANT LIMITED
52 BEDFORD ROW TENANT LIMITED
53 BELLIARDSTRAAT TENANT
55 COLMORE ROW TENANT LIMITED
56 SCHILDERGASSE TENANT GMBH
6 TOTZERET HAARETZ TENANT LTD.
64 YORK STREET PTY LTD
66 KING STREET TENANT PTY LTD
7 MENACHEM BEGIN TENANT LTD.
70 WILSON STREET TENANT LIMITED

71-91 ALDWYCH HOUSE TENANT LIMITED
72 KNESEBECKSTRAÙE TENANT GMBH
76-78 CLERKENWELL ROAD TENANT LIMITED
77 FARRINGDON ROAD TENANT LIMITED
77 LEADENHALL STREET TENANT LIMITED
80 GEORGE STREET TENANT LIMITED
8-14 MEARD STREET TENANT LIMITED
89-115 MARE STREET TENANT LIMITED
90 YORK WAY TENANT LIMITED
91 BAKER STREET TENANT LIMITED
97 HACKNEY ROAD TENANT LIMITED
99 Q VICTORIA STREET TENANT LIMITED
ALEXANDERPLATZ 1 TENANT GMBH
ARK INVESTMENT GROUP HOLDINGS LLC
ARNULFSTRAÙE 60 TENANT GMBH
AXEL-SPRINGER-PLATZ 3 TENANT GMBH
BALLINDAMM 40 TENANT GMBH
BOW BELLS HOUSE TENANT LIMITED
CENTRAL PLAZA TENANT LIMITED
CHAUSSEESTRAÙE 29 TENANT GMBH
DALTON PLACE TENANT LIMITED
DUBLIN LANDINGS TENANT LIMITED
EICHHORNSTRAÙE 3 TENANT GMBH
EMPREDIMIENTOS Y PROYECTOS DEL PERU S.A.C.
FRIEDRICHSTRAÙE 76 TENANT GMBH
FRIESENPLATZ TENANT GMBH

GÄNSEMARKT 43 TENANT GMBH
GERHOFSTRAÙE 1-3 TENANT GMBH
GRAVITY COWORKING PTY LTD
HAGFISH MUMBAI PRIVATE LIMITED
HAMMERJAW BENGALURU PRIVATE LIMITED
HERENGRACHT 206 TENANT B.V.
HOUNDSHARK DELHI PRIVATE LIMITED
ICEFISH APAC HOLDCO B.V.
ICEFISH INVESTMENT HOLDCO B.V.
IVEAGH COURT TENANT LIMITED
JUNGHOFSTRASSE 13 TENANT GMBH
JUNGHOFSTRAÙE 22 TENANT GMBH
KARL-LIEBKNECHT STREET TENANT GMBH
KEIZERSGRACHT 271 TENANT B.V.
KEIZERSGRACHT 572 TENANT B.V.
KEMPERPLATZ 1 TENANT GMBH
KURFÜRSTENDAMM 11 TENANT GMBH
LATAM CO B.V.
LT BUILD LIMITED
MIDTOWN MUSIC CLUB LTD.
NAKED HUB VIETNAM HOLDINGS LIMITED
NEUE SCHÖNHAUSER STRAÙE 3-5 TENANT GMBH
NEUTURMSTRAÙE 5 TENANT GMBH
NHNP VN LIMITED
NO. 1 SPINNINGFIELDS TENANT LIMITED
OSKAR-VON-MILLER-RING 20 TENANT GMBH
OSKAR-VON-MILLER-RING 33 Q GMBH
POWERED BY WE GERMANY GMBH
POWERED BY WE UK LIMITED
PROVOST AND EAST TENANT LIMITED
PT POWEREDBYWE SERVICES INDONESIA

PT WEWORK SERVICES
INTERNATIONAL
PXWE INDIA PRIVATE LIMITED
ROSENTHALER STRAÙE 43-45
TENANT GMBH
RUDOLFPLATZ 7 TENANT GMBH
RUE DES ARCHIVES 64/66 TENANT
SAS
SARPHATISTRAAT 8 TENANT B.V.
SHOREDITCH THE BARD TENANT
LIMITED
SKELBÆKGADE 2-4 TENANT APS
SPACEMOB PTE. LTD.
STADHOUDERSKADE 5-6 Q B.V.
STAMFORD STREET TENANT
LIMITED
STANDBY I TENANT GMBH
STRALAUER ALLEE 6 TENANT
GMBH
STRAWINSKYLAAN 4117 TENANT
B.V.
STRESEMANNSTRAÙE 123 TENANT
GMBH
TAUNUSANLAGE 8 TENANT GMBH
THE HEWITT SHOREDITCH TENANT
LIMITED
THE WE COMPANY ROU S.R.L.
THE WE COMPANY WORLDWIDE
LIMITED
UNOMY LTD.
WARSCHAUER PLATZ TENANT
GMBH
WETECH LLC
WEWORK (CZECH REPUBLIC) S.R.O.
WEWORK (THAILAND) LIMITED
WEWORK APAC PARTNER
HOLDINGS B.V.
WEWORK ASIA HOLDING
COMPANY B.V.
WEWORK AUSTRALIA PTY LTD
WEWORK BELGIUM SRL
WEWORK BUSAN 1-HO YUHAN
HOESA
WEWORK CANADA GP B.V.

WEWORK CANADA LP B.V.
WEWORK CAPITAL ADVISORS LLC
WEWORK COMMUNITY
WORKSPACE IRELAND LIMITED
WEWORK COMMUNITY
WORKSPACE UK LIMITED
WEWORK COMMUNITY
WORKSPACE, S. L.
WEWORK COMPANIES
(INTERNATIONAL) B.V.
WEWORK COMPANIES LLC
WEWORK COMPANIES PARTNER
(INTERNATIONAL) B.V.
WEWORK DENMARK APS
WEWORK FRANCE SAS
WEWORK GERMANY GMBH
WEWORK GREATER CHINA
HOLDING COMPANY B.V.
WEWORK GULF I FZ-LLC
WEWORK HOLDING (THAILAND)
COMPANY LIMITED
WEWORK INDIA MANAGEMENT
PRIVATE LIMITED
WEWORK INTERNATIONAL
LIMITED
WEWORK ISRAEL LTD.
WEWORK ITALY S.R.L.
WEWORK JAPAN GK
WEWORK KOREA YUHAN HOESA
WEWORK MALAYSIA SDN. BHD.
WEWORK MIDDLE EAST DWTC FZE
WEWORK MIDDLE EAST GAZELLE
LIMITED
WEWORK MIDDLE EAST HOLDINGS
B.V.
WEWORK NETHERLANDS B.V.
WEWORK NEW ZEALAND
WEWORK NEW ZEALAND HOLDCO
B.V.
WEWORK NORWAY AS
WEWORK PARIS I TENANT SAS
WEWORK PARIS II TENANT SAS
WEWORK PARIS III TENANT SAS
WEWORK PARIS IV TENANT SAS

WEWORK PERU MANAGEMENT
S.R.L.
WEWORK PERU S.R.L.
WEWORK POLAND SP. Z O.O.
WEWORK RUS LLC
WEWORK SAUDI ARABIA LIMITED
WEWORK SEOUL 1-HO YUHAN
HOESA
WEWORK SEOUL 2-HO YUHAN
HOESA
WEWORK SEOUL 3-HO YUHAN
HOESA
WEWORK SEOUL 4-HO YUHAN
HOESA
WEWORK SEOUL 5-HO YUHAN
HOESA
WEWORK SINGAPORE PTE. LTD.
WEWORK TECHNOLOGY ISRAEL
LTD.
WEWORK URUGUAY S.R.L.
WEWORK VIETNAM LIMITED
WILMERSDORFERSTRASSE 59
TENANT GMBH
WW BISHOPSGATE LIMITED
WW COMMUNITY WORKSPACES
PHILIPPINES, INC.
WW DEVONSHIRE LIMITED
WW HANOVER HOUSE OPERATIONS
LIMITED
WW MEDIUS LIMITED
WW METROPOOL B.V.
WW MOOR PLACE LIMITED
WW SEA CONTAINERS LIMITED
WW SWEDEN AB
WW WETERINGSCHANS B.V.

NOTEHOLDERS

BLACKROCK
BRIGADE CAPITAL MANAGEMENT
CAPITAL GROUP (THE CAPITAL
GROUP COMPANIES, INC.)
KING STREET CAPITAL, L.P.
SCULPTOR SC II, LP

SILVER POINT CAPITAL

SURETY BONDS

ARGONAUT INSURANCE COMPANY
ASPEN AMERICAN INSURANCE
COMPANY
NATIONWIDE
PARTAGE EMPREENDIMENTOS E
PARTICIPACOES LTDA.
PHILADELPHIA INDEMNITY
INSURANCE COMPANY
SEOUL GUARANTEE INSURANCE
COMPANY
THE CHUBB CORPORATION
TOKIO MARINE HCC

U.S. TRUSTEE OFFICE

ADAM SHAARAWY
ADELA ALFARO
ALEXANDRIA NIKOLINOS
ANGELIZA ORTIZ-NG
DANIEL C. KROPIEWNICKI
DAVID GERARDI
FRAN B. STEELE
FRANCYNE D. ARENDAS
JAMES STIVES
JEFFREY SPONDER
JOSEPH C. KERN
KIRSTEN K. ARDELEAN
LAUREN BIELSKIE
MAGGIE MCGEE
MARTHA HILDEBRANDT
MICHAEL ARTIS
PETER J. D'AURIA
ROBERT J. SCHNEIDER, JR.
TIA GREEN
TINA L. OPPELT
WILLIAM J. ZIEMER

VENDORS

100 SUMMER OWNER LLC

1001 DOMINION SQUARE
MANAGEMENT INC.
11 PARK PLACE ASSOCIATES
1100 15TH STREET LLC
120 EAST 16TH STREET CO. LLC
1201 TAB OWNER, LLC
130W42 OPCO LLC
135 EAST 57TH STREET LLC
1440 BROADWAY (NY) OWNER, LLC
1450 BROADWAY MEMBER LLC
1460 LEASEHOLD SWIGHM LLC
1701 RHODE ISLAND INC
17-18 MANAGEMENT CO LLC
1900 MCKINNEY HARWOOD LLC
195 MONTAGUE OWNER, LLC
200 PORTLAND ST, LLC
2000 SIERRA POINT PARKWAY LLC
221 W. 6TH STREET (TX) OWNER,
LLC
255 SOUTH KING STREET LIMITED
PARTNERSHIP
2600 CR, LLC
270B METROPOLITAN SQUARE LLC
34 SOUTH 11TH STREET LP
400 CALIFORNIA, LLC
400 SPECTRUM HOLDINGS LLC
408 BWAY REALTY LLC
430 PARK AVENUE COMPANY LLC
448 NORTH LASALLE, LLC
460 PARK AVE S ASSOCIATES
500-512 SEVENTH AVENUE L.P.
575 LEX PARENT, LLC
600 B STREET SAN DIEGO OWNER
LLC
600 CALIFORNIA JV HOLDCO LLC
(DBA 600 CALIFORNIA OWNER LLC)
6001 CASS LLC
655 NEW YORK LLC
79 MADISON LLC
801 BARTON SPRINGS OWNER LLC
85 BROAD STREET PROPERTY
OWNER, LLC

A&G REALTY PARTNERS
ABM JANITORIAL SERVICES NEAST
INC
ABNER PROPERTIES COMPANY
ACCENTURE INTERNATIONAL
LIMITED
ADYEN N.V.
AFCO CREDIT CORPORATION
AFFINITY BUILDING SOLUTION LLC
AMAZON WEB SERVICES, INC.
AMERICAN EXPRESS TRAVEL
RELATED SERVICES (DBA
AMERICAN EXPRESS)
ANYBILL FINANCIAL SERVICES INC
ARMSTRONG TRANSFER &
STORAGE CO. INC
BCAL 44 MONTGOMERY PROPERTY
LLC
BCAL MET PARK PROPERTY LLC
(INACTIVE)
BCSP 330 NORTH WABASH CO-
INVESTMENT JV
BCSP 515 NORTH STATE STREET
LLC
BCSP 8 600 HOLDINGS LLC
BCSP 8 INVESTMENTS, L.P
BCSP DENVER PROPERTY LLC
BH CENTRE HEAD CORP.
BLANTYRE HOLDINGS LLC
BLUCAR LLC
BNY TOWER HOLDINGS LLC
BOSTON PROPERTIES LIMITED
PARTNERSHIP
BSREP II SJ TOWERS LLC
BSREP LLL ORION V REIT LLC (DBA
ORION V SAC VILLAGE OFFICE
PROP
BVK US VI MASTER REIT, LLC
BXP MISSION 535 LP, C/O BOSTON
PROPERTIES LP
CALIFORNIA STATE TEACHERS
RETIREMENT SYSTEM
CANADA REVENUE AGENCY
CAPITOL VIEW JV-E

Schedule A

CARR PROPERTIES PARTNERSHIP
LP.
CBRE, INC.
CC SPE I LLC (DBA CAPITOL
CROSSING I LLC)
CENTRAL PLACE OFFICE,LLC
CIO BLOC 83, LLC
CITY OFFICE REIT OPERATING
PARTNERSHIP, L.P.
CLDN NY LLC
COLUMBIA PROPERTY TRUST INC
COMPASS GROUP USA, INC.
CONSTELLATION PLACE LLC
CP 1875 K STREET LLC
CTO REALTY GROWTH, INC. (DBA
CTO21 ACQUISITIONS II LLC)
CUSHMAN & WAKEFIELD, U.S. INC.
CV LATITUDE 34, LLC
CZ PROPERITES, LLC
DAVIS POLK & WARDWELL LLP
DEARBORN PARTNERS, L.P.
DELOITTE TAX LLP
DEUTSCHE BANK AG, LONDON
BRANCH
DOMAIN NORTHSIDE OFFICE
PROPERTY OWNER LP
DOUGLAS EMMETT PROPERTIES, LP
(DBA DOUGLAS EMMETT 2014, LLC,
DE LINCOLN WILSHIRE, LLC)
DP LEASEHOLD (ILLINOIS) L.L.C.
DUCERA PARTNERS
DWF V OT REIT, LLC (DBA DWF V
311 W 43RD, LLC)
EMPIRE OFFICE INC (NON-
PUNCHOUT)
EPIC LAFAYETTE LLC
ERNST & YOUNG U.S. LLP
F1 STEVENSON, LLC
GENERAL ELECTRIC PENSION
TRUST (DBA LAKESHORE LAND
LESSEE PT, LLC)
GENPACT (UK) LIMITED
GILBANE BUILDING COMPANY

GOLDMAN SACHS INTERNATIONAL
BANK
HERALD SQUARE OWNER LLC (C/O
SL GREEN REALTY CORP)
HITT CONTRACTING, INC.
HORIZON MEDIA, INC. (DBA
HORIZON BIG)
HOULIHAN LOKEY
HP INC.
HSRE-PORTMAN TECH SQUARE,
LLC
HUDSON 1099 STEWART REIT, LLC
HUDSON 1455 MARKET STREET,
LLC
HUDSON PACIFIC PROPERTIES, LP
HUDSON'S BAY COMPANY
INNOVATION POINTE HOLDINGS,
LLC
INTERNATIONAL PLAZA
ASSOCIATES, LP
IQHQ, L.P.
IVANHOE CAMBRIDGE INC. PLACE
VILLE MARIE
J.G. CAPITAL HILL, LLC
JOHN HANCOCK LIFE INSURANCE
COMPANY (USA)
JONES LANG LASALLE
BROKERAGE, INC. (DBA JLL)
JPPF WATERFRONT PLAZA L.P.
KATO INTERNATIONAL LLC
(TOWER49)
KBS REAL ESTATE INVESTMENT
TRUST III, INC.
KRE SUMMIT 1, 2, OWNER LLC
KROLL AGENCY AND TRUSTEE
SERVICES LTD - (FKA DUFF &
PHELPS)
KS SP LP & KS SP1 LP & ARI SP LP &
ARI SP1 LP
L. CHARNEY 1410 BROADWAY LLC
LA375 WW S.A. DE C.V. (DBA
ESPACIO CORPORATIVO)
LEAPLEY CONSTRUCTION GROUP
OF ATLANTA LLC
LEGACY WEST INVESTORS, LP

LF GRAMERCY LLC
 LHREV AUSTIN UNIVERSITY PARK,
 LP
 LIC SITE B-1 JV HOLDINGS, L.P.
 (DBA LIC SITE B-1 OWNER, L.L.C.)
 LINCOLN STREET PROPERTY
 OWNER, LLC
 LS2 OFFICE LLC
 MADISON AVENUE LEASEHOLD
 LLC
 MANI JEFFERSON LANDING (DE),
 LLC
 MAXUS GROUP, INC
 MC 19 EAST HOUSTON LLC
 MC 71 FIFTH AVENUE REALTY LLC
 MEPT 475 SANSOME STREET LLC
 MET TOWER OWNER LLC
 METLIFE CORE PROPERTY REIT,
 LLC (DBA MCP HUB I, LLC)
 METROPOLITAN SQUARE REIT
 (DBA METROPOLITAN SQ ASSOC
 (INACTIVE)
 MORI AMERICA LLC (DBA MT BACK
 BAY ONE LLC)
 MOZAIC EAST LLC
 MYRIAD360, LLC (DBA MYRIAD360)
 NAMOR REALTY COMPANY LLC
 NFINITY GLOBAL INC.
 NW SOHOCAR REIT LLC (DBA NW 524
 SOHO LLC)
 NYC DEPARTMENT OF FINANCE
 OBS REIT LLC
 OMERS REALTY CORPORATION
 ONE CULVER OWNER LP
 PACIFIC RED LLC
 PARK PLACE ASSOCIATES
 PCI CORDOVA PROPERTIES INC.,
 CORDOVA II EQUITIES INC. AND PCI
 GREEN LP
 PEA GREEN OWNER, LLC
 PIEDMONT OPERATING
 PARTNERSHIP, LP
 PONTE GADEA USA, INC
 POWER HOUSE TSSP LLC

PRESIDIO NETWORKED SOLUTIONS
 GROUP LLC
 PRIT CORE 501(C)(25) LLC, (DBA 800
 MARKET STREET, LLC)
 PRYOR CASHMAN LLP
 RAMPART BROKERAGE CORP.
 RAR2-222 BROADWAY OWNER SPE,
 LLC
 REDEFINE PROPERTIES LTD
 RESNICK WATER ST.
 DEVELOPMENT CO., (RESNICK
 SEAPORT, LLC)
 RFM-KTB CSQ PROPCO, LLC
 RFR/K 77 SANDS OWNER LLC
 RICE RE HOLDINGS III
 RIVERPARK TOWER I OWNER LLC
 ROC-FIFTH AVENUE ASSOCIATES,
 LLC
 RXR 620 REIT LLC (DBA RXR 620
 MASTER LESSEE LLC)
 RXR ATLAS LLC
 SALESFORCE.COM, INC.
 SFIII 1111 BROADWAY, LLC
 SHAPE BRENTWOOD LIMITED
 PARTNERSHIP
 SOFTBANK GROUP CORP
 SOFTBANK VISION FUND II-2 LP -
 SVF
 SOFTSERVE, INC.
 SOF-XI PCT SINGLE TOWER
 ULTIMATE MEZZ HOLDINGS LLC
 STAPLES, INC.
 STARBRIGHT WW LP
 STRUCTURE TONE, INC.
 SUN LIFE ASSURANCE COMPANY
 OF CANADA
 SUNSET NORTH OWNER, LLC
 TABOR CENTER REIT I LLC (DBA
 CCP/MS SIII DENVER TABOR CENTER
 I
 T-C 33 ARCH STREET, LLC
 TEACHERS INS & ANNUITY ASSOC
 OF AMERICA (DBA T-C 501
 BOYLSTON ST)

TEACHERS INSURANCE AND
ANNUITY ASSOCIATION OF
AMERICA
TERMINUS VENTURE T100 LLC
THE BUILDING AT 575 FIFTH OFFICE
OWNER LLC
THE GOLDMAN SACHS GROUP, INC
(DBA GSJC MASTER LESSEE, L.L.C.)
THE IRVINE COMPANY LLC
THE MANUFACTURERS LIFE
INSURANCE COMPANY
THREE GALLERIA OFFICE
BUILDINGS, LLC
TMG 1333 NH SUB-HOLDINGS, L.L.C.
(DBA TMG 1333 NEW HAMPSHIRE
AVE., L.L.C.)
TMG 800 K STREET REIT,LLC
TMG BAY AREA INVESTMENTS I,
LLC
TRANEL 1 LLC
TRANSBAY TOWER HOLDINGS LLC
TRINITY CENTRE LLC
TRINITY HUDSON HOLDINGS LLC
TURNER CONSTRUCTION
COMPANY
TYSONS II LAND COMPANY LLC
(DBA TYH DEVELOPMENT CO LLC)
U.S. BANK NATIONAL
ASSOCIATION
UNION INVESTMENT REAL ESTATE
GMBH
UNITY BUILDING SERVICES, INC.
UPD 729 WASHINGTON LLC
URBAN OUTLINE BUILDING GROUP
LTD
US BANK (144A BOND INTEREST)
USODP 625 W. ADAMS JV, LLC
VANDERGRAND PROPERTIES CO.,
L.P.
VAYNERMEDIA, LLC
VBG 990 AOA LLC
W AND S PROPERTIES, LLC
WALSAM 36 DELAWARE LLC
WALSAM TWENTY NINE COMPANY

WAR HORSE GOLDEN GATE LLC
WASSERSTEIN ENTERPRISES LLC
WATERMARK TEMPE I, LLC, A
DELAWARE LLC
WEIL, GOTSHAL & MANGES LLP
WESTVIEW ON 12TH - ARC LLC
WORKDAY, INC
W-SF GOLDFINGER REIT VIII,L.L.C
YARDI SYSTEMS, INC

Schedule B

Potential Connections or Related Parties

Current and Former Clients of A&M and/or its Affiliates¹

Accenture International Limited
 Allianz Lebensversicherungs-
 Aktiengesellschaft
 AIG Property Casualty Company
 Amazon Web Services, Inc.
 American Express Travel Related Services
 (dba American Express)
 AMF Pension Forsakring AB
 Amundi RE Italia SGR S.P.A.
 Arch Specialty Insurance Co.
 Ark Investment Group Holdings LLC
 Asana Partners Fund III REIT 1 LLC
 Aviva Life & Pensions UK Limited
 Bank of America National Association,
 Tokyo Branch
 BCSP 8 Investments, L.P.
 Beazley Insurance Co.
 Berkley Insurance Company
 Name on File
 BlackRock
 Blantyre Holdings LLC
 Brigade Capital Management
 BSREP LL Orion V REIT LLC (dba Orion
 V SAC Village Office Prop)
 BXP Mission 535 LP, c/o Boston Properties
 LP
 Canopus Insurance Services
 Capital Group (The Capital Group
 Companies, Inc.)
 Name on File
 CBRE, Inc.
 Chubb Corporation, The
 Name on File
 Citibank Europe PLC Hungarian Branch
 Office
 Name on File
 Compass Group USA, Inc.
 Cushman & Wakefield, U.S. Inc.
 Deloitte Tax LLP
 Deutsche Bank AG, London Branch
 Dunnhumby Limited

Elisabeth House Nominee No. 1 Limited
 and Elisabeth House Nominee No.2
 Limited
 Embarcadero Center Associates
 Endurance American Insurance Company
 Ernst & Young U.S. LLP
 Express, LLC
 Name on File
 First-Citizens Bank & Trust
 Gazprom Germania GmbH
 Goldman Sachs Bank USA
 Name on File
 Horizon Media, Inc. (dba Horizon Big)
 HP Inc.
 HPREF Ireland (Georges Quay and Court)
 DAC
 Hilco Global
 Hiscox Insurance Co.
 HSBC Bank USA NA
 Hudson's Bay Company
 Hudson Pacific Properties, LP
 Irish Life Assurance PLC
 Name on File
 John Hancock Life Insurance Company
 (USA)
 Jones Lang Lasalle Brokerage, Inc. (dba
 JLL)
 JPMorgan Chase Bank, N.A.
 King Street Capital, L.P.
 Kinea Investimentos Ltda.
 Kirkland & Ellis LLP
 Kroll Agency Services Limited
 LCM EU Investment 1 S.A.R.L.
 LIC Site B-1 JV Holdings, L.P. (dba LIC
 Site B-1 Owner, L.L.C.)
 Manufacturers Life Insurance Company
 Name on File
 Name on File
 Mizuho Bank, Ltd.
 Nationwide
 Natixis Hong Kong Branch
 National Farmers Union Mutual Insurance
 Society Limited, The

¹ A&M and/ or an affiliate is currently providing or has previously provided certain consulting or interim management services to these parties or their affiliates (or, with respect to those parties that are

investment funds or trusts, to their portfolio or asset managers or their affiliates) in wholly unrelated matters.

National Union Fire Ins Co
 Neumann, Adam
 OMERS Realty Corporation
 Name on File
 Ponte Gadea Biscayne, LLC
 Presidio Networked Solutions Group LLC
 Prolific Interactive LLC
 Prudential Services Limited
 QBE Insurance Co.
 Rio Tinto European Holdings Limited
 RLI Insurance Co.
 Royal London Mutual Insurance Society
 Limited
 Salesforce.com, Inc.
 Name on File
 Sculptor SC II, LP
 Shareholder Representative Services LLC
 Silver Point Capital
 Societe Generale, Hong Kong Branch
 Softbank
 SVF Endurance (Cayman) Limited
 Staples, Inc.
 Name on File
 Sun Life Assurance Company of Canada
 Swiss Life Asset Managers France
 Teachers Insurance and Annuity Association
 of America for the Benefit of its Real
 Estate Account
 Tokio Marine HCC
 Turner Construction Company
 U.S. Bank Trust Company, National
 Association
 U.S. Specialty Insurance Co.
 Underwriters at Lloyd's
 Wasserstein Enterprises LLC
 Weil, Gotshal & Manges LLP
 Wells Fargo Bank, National Association
 XL Specialty Insurance Company
 Zurich American Insurance Co.

**Significant Equity Holders of Current
 and Former A&M Clients²**

AIG Property Casualty Company
 Allianz Lebensversicherungs-
 Aktiengesellschaft
 Amazon Web Services, Inc.
 American Express Travel Related Services
 (dba American Express)
 AMF Pension Forsakring AB
 Amundi RE Italia SGR S.P.A.
 Aviva Life & Pensions UK Limited
 Bank of America National Association,
 Tokyo Branch
 BlackRock
 Brigade Capital Management
 BSREP LL Orion V REIT LLC (dba Orion
 V SAC Village Office Prop)
 BXP Mission 535 LP, c/o Boston Properties
 LP
 California State Teachers Retirement
 System
 Capital Group (The Capital Group
 Companies, Inc.)
 CBRE, Inc.
 Cibanco, S.A.
 Name on File
 Citibank Europe PLC Hungarian Branch
 Office
 Compass Group USA, Inc.
 Cushman & Wakefield, U.S. Inc.
 Deutsche Bank AG, London Branch
 Douglas Emmett 2014, LLC
 DWF
 Ernst & Young U.S. LLP
 Fondo de Capital Privado Fondo
 Inmobiliario Colombia
 Genpact (UK) Limited
 Goldman Sachs Bank USA
 Name on File
 Hilco Global
 Hiscox Insurance Co.
 HP Inc.

² These parties or their affiliates (or, with respect to those parties that are investment funds or trusts, their portfolio or asset managers or other funds or trusts managed by such managers) are significant equity

holders of clients or former clients of A&M or its affiliates in wholly unrelated matters.

HSBC Bank USA NA
Hudson's Bay Company
Ivanhoe Cambridge Inc. - PVM
Jones Lang Lasalle Brokerage, Inc. (dba JLL)
JPMorgan Chase Bank, N.A.
King Street Capital, L.P.
LIC Site B-1 JV Holdings, L.P. (dba LIC Site B-1 Owner, L.L.C.)
M&G Limited
Manufacturers Life Insurance Company
Name on File
Name on File
Mizuho Bank, Ltd.
Nationwide
Natixis Hong Kong Branch
Neumann, Adam
OMERS Realty Corporation
Name on File
PJT Investors
Prudential Services Limited
Rio Tinto European Holdings Limited
Salesforce.com, Inc.
Name on File
Sculptor SC II, LP
Silver Point Capital
Societe Generale, Hong Kong Branch
Softbank
Starbright WW LP
Sun Life Assurance Company of Canada
SVF Endurance (Cayman) Limited
Swiss Life Asset Managers France
Teachers Insurance and Annuity Association of America for the Benefit of its Real Estate Account
Threadneedle Pensions Limited
Tokio Marine HCC
U.S. Bank Trust Company, National Association
Underwriters at Lloyd's
Universal Investment Gesellschaft Mbh

Wasserstein Enterprises LLC
Wells Fargo Bank, National Association
Workday, Inc
Zurich American Insurance Co.

Professionals & Advisors³

A&G Realty Partners
Bank of America National Association, Tokyo Branch
CBRE, Inc.
Citibank Europe PLC Hungarian Branch Office
Davis Polk & Wardwell LLP
Deloitte Tax LLP
Ducera Partners
Ernst & Young U.S. LLP
General Electric Pension Trust (dba Lakeshore Land Lessee PT, LLC)
Hilco Global
Houlihan Lokey
Irvine Company LLC
Kirkland & Ellis LLP
Kroll Agency Services Limited
PJT Partners LP
Pryor Cashman LLP
Weil, Gotshal & Manges LLP
Wells Fargo Bank, National Association

Significant Joint Venture Partners⁴

Bank of America National Association, Tokyo Branch
California State Teachers Retirement System
Citibank Europe PLC Hungarian Branch Office
Goldman Sachs Bank USA
John Hancock Life Insurance Company (USA)
JPMorgan Chase Bank, N.A.

³ These professionals have represented clients in matters where A&M was also an advisor (or provided interim management services) to the same client. In certain cases, these professionals may have engaged A&M on behalf of such client.

⁴ These parties or their affiliates are significant joint venture partners of other clients or former clients of A&M or its affiliates in wholly unrelated matters.

Name on File
Name on File
Prolific Interactive LLC
Teachers Insurance and Annuity Association
of America for the Benefit of its Real
Estate Account
Wells Fargo Bank, National Association

Board Members/Officers/Employees⁵

Aronzon, Paul
Keglevic, Paul
Miller, Henry S.
Tolley, David

Government and Regulatory⁶

Department of the Treasury Internal
Revenue Service
United States Postal Service
United States Securities and Exchange
Commission

A&M Vendors⁷

1201 Tab Owner, LLC
ABM Janitorial Services Neast Inc
AIG Property Casualty Company
Amazon Web Services, Inc.
American Express Travel Related Services
(dba American Express)
Bank of America National Association,
Tokyo Branch
Berkley Insurance Company
BXP Mission 535 LP, c/o Boston Properties
LP
CBRE, Inc.
Chubb Corporation, The
Cushman & Wakefield, U.S. Inc.
Davis Polk & Wardwell LLP

Deloitte Tax LLP
Deutsche Bank AG, London Branch
Ernst & Young U.S. LLP
Goldman Sachs Bank USA
Houlihan Lokey
HP Inc.
HSBC Bank USA NA
Hudson's Bay Company
John Hancock Life Insurance Company
(USA)
Jones Lang Lasalle Brokerage, Inc. (dba
JLL)
JPMorgan Chase Bank, N.A.
Kirkland & Ellis LLP
Kroll Agency Services Limited
Name on File
Name on File
National Union Fire Ins Co
Omers Realty Corporation
Presidio Networked Solutions Group LLC
Prudential Services Limited
Salesforce.com, Inc.
Name on File
Staples, Inc.
Teachers Insurance and Annuity Association
of America for the Benefit of its Real
Estate Account
U.S. Bank Trust Company, National
Association
Underwriters at Lloyd's
Weil, Gotshal & Manges LLP
Wells Fargo Bank, National Association
Yardi Systems, Inc
XL Specialty Insurance Company
Zurich American Insurance Co.

⁵ These parties or their affiliates are or were board members, officers or members of management of other clients or former clients of A&M or their affiliates in wholly unrelated matters.

⁶ A&M and/or an affiliate is currently providing or has provided certain consulting or interim

management services to these government entities or regulatory agencies in wholly unrelated matters.

⁷ These parties or their affiliates provide or have provided products, goods and/or services (including but not limited to legal representation) to A&M and/or its affiliates